



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

INVITATION FOR BIDS

Item Description: NO. 2 HEATING OIL, DIESEL, AND GASOLINE – TWO-YEAR CONTRACT WITH TWO ONE-YEAR RENEWAL OPTIONS

Procurement/MinuteTraq #: 53484

Date to be opened: 6/29/2026

Issuing Department: Public Property

Summary: Statewide Cooperative Fuel Supply & Delivery Services for Rhode Island Municipalities and Public Agencies. Prepared on behalf of the Rhode Island Municipal Purchasing Agents Association (RIMPAA)

QUESTIONS

- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert:
 - Name: Alejandro Tirado, Director of Purchasing, atirado@providenceri.gov
-
- 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
 - Please use subject line "MBE WBE Forms"

Pre-submission Conference

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

Deadline for questions submissions: June 18, 2026, by 4:00 PM (EST).

**CITY OF PROVIDENCE, RHODE ISLAND
INVITATION FOR BIDS (IFB)**

**NO. 2 HEATING OIL, DIESEL, AND GASOLINE – TWO-YEAR CONTRACT WITH TWO ONE-YEAR
RENEWAL OPTIONS**

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SECTION 1 — INTRODUCTION

The City of Providence (“Lead Agency”), on behalf of the Rhode Island Municipal Purchasing Agents Association (“RIMPAA”), invites sealed bids from qualified vendors for the statewide cooperative purchase and delivery of:

- Unleaded Gasoline
- Plus Unleaded Gasoline
- Super Unleaded Gasoline
- Ultra-Low Sulfur Diesel (ULSD)
- Dyed Diesel
- Winter Blend Diesel

- Biodiesel Blends
- Renewable Diesel
- No. 2 Heating Oil
- Emergency Fuel Supply Services

The resulting contract(s) shall be available to municipalities, school districts, quasi-public agencies, housing authorities, fire districts, public educational institutions, regional authorities, and other eligible public agencies throughout the State of Rhode Island.

This IFB is intended to establish a statewide cooperative purchasing contract pursuant to applicable Rhode Island General Laws, including but not limited to R.I.G.L. §§ 45-55 and 45-40.

SECTION 2 — PROCUREMENT AUTHORITY

This solicitation is issued pursuant to the procurement authority of the Lead Agency and applicable Rhode Island General Laws.

The Lead Agency reserves the right to:

- reject any or all bids;
 - waive informalities;
 - request clarifications;
 - issue addenda;
 - cancel the solicitation;
 - award by fuel type;
 - award by municipality/agency;
 - award by tank category;
 - make multiple awards;
 - establish primary and secondary vendors.
-

SECTION 3 — COOPERATIVE PURCHASING STRUCTURE

SHAREABLE CONTRACT

This solicitation is intended to establish a statewide cooperative purchasing contract available to:

- Rhode Island municipalities;
- school districts;
- housing authorities;
- fire districts;
- quasi-public agencies;
- public authorities;
- public educational institutions;
- regional governmental entities.

Participation shall be voluntary.

Each participating agency shall:

- issue its own purchase orders;
- manage its own deliveries;
- process its own payments;
- administer its own contract activities.

The Lead Agency and RIMPAA make no guarantee regarding volume, usage, or expenditures.

ADMINISTRATIVE FEE

The Lead Agency reserves the right to assess an administrative fee not to exceed one percent (1%) of participating agency expenditures under this contract.

Administrative fees shall be used solely for:

- cooperative procurement administration;
- procurement technology modernization;
- vendor oversight;
- reporting systems;
- procurement operations;
- training and education.

Administrative Fee Implementation

Any administrative fee assessed under this contract shall be disclosed to participating agencies and contractors before implementation.

No administrative fee shall be imposed unless expressly authorized by the Lead Agency and incorporated into the contract through written notice.

SECTION 4 — CONTRACT TERM

The initial contract term shall be: **Two (2) Years**

The Lead Agency may authorize: **Two (2) Additional One-Year Renewal Options**

Renewals shall be based upon:

- market competitiveness;
- contractor performance;
- fuel market conditions;
- supply chain stability;
- participating agency needs.

The Lead Agency reserves the right to rebid the contract if market conditions materially change.

SECTION 5 — SCOPE OF SERVICES

The Contractor shall furnish and deliver fuel products F.O.B. destination to participating agency locations throughout Rhode Island.

Services shall include:

- scheduled fuel deliveries;
- emergency fuel deliveries;
- fuel quality management;
- delivery documentation;
- emergency response support;
- fuel usage reporting;
- supply chain monitoring;
- market disruption notifications.

SECTION 6 — FUEL SPECIFICATIONS

Fuel products may include:

Product	Specification
Regular Unleaded Gasoline	ASTM D4814
Plus Unleaded Gasoline	ASTM D4814
Super Unleaded Gasoline	ASTM D4814
Ultra-Low Sulfur Diesel	ASTM D975
Dyed Diesel	ASTM D975
Winter Blend Diesel	ASTM D975
Biodiesel Blends	Applicable ASTM Standards
Renewable Diesel	Applicable ASTM Standards
No. 2 Heating Oil	Applicable ASTM Standards

All fuels shall comply with:

- EPA regulations;
 - Rhode Island environmental requirements;
 - current ASTM standards;
 - ULSD requirements;
 - renewable fuel regulations;
 - seasonal blend requirements.
-

SECTION 7 — DELIVERY REQUIREMENTS

STANDARD DELIVERIES

Vendor shall complete deliveries within forty-eight (48) hours following order placement unless otherwise approved.

Vendors shall include all operational costs in the submitted differential pricing.

DELIVERY ROUTING OPTIMIZATION

Vendor is encouraged to:

- consolidate deliveries;
- optimize routing efficiency;
- minimize environmental impact;
- coordinate recurring delivery schedules.

However, pricing shall remain tied to actual delivery locations.

SECTION 8 — EMERGENCY OPERATIONS & RESILIENCY

Vendor shall maintain:

- 24/7 emergency dispatch capability;
- contingency fuel supply plans;
- backup terminal access;
- emergency staffing plans;
- backup delivery capability;
- communication redundancy;
- disaster response procedures.

Vendor shall prioritize:

- police facilities;
- fire stations;
- EMS facilities;
- emergency shelters;
- water systems;
- wastewater facilities;
- public works operations.

EMERGENCY DELIVERY SERVICE LEVEL AGREEMENTS (SLAs)

<u>Delivery Type</u>	<u>Required Response</u>
Standard Delivery	48 Hours
Emergency Delivery	Within 12 Hours
Critical Public Safety Facilities	Priority Response
Snow Operations Fueling	4–8 Hours

MARKET DISRUPTION CLAUSE

If extraordinary market disruptions occur, including:

- hurricanes;
- blizzards;
- fuel shortages;
- terminal outages;
- refinery shutdowns;
- allocation events;
- other natural disasters;
- force majeure events;
- state of emergencies

The Contractor shall prioritize:

1. Police Departments
2. Fire Departments
3. EMS
4. Public Works Snow Operations
5. Water Utilities
6. Wastewater Utilities

before all other deliveries.

The Contractor shall:

- immediately notify participating agencies;
- provide contingency supply plans;
- identify alternate terminals;
- minimize pricing impacts.

The Contractor shall not unreasonably withhold supply during declared emergencies.

ALLOCATION PROTECTION CLAUSE

Public Safety, public works, utility, and emergency management facilities shall receive priority allocation status during declared emergencies whenever permitted by applicable federal and state regulations.

SECTION 9 — PRICING METHODOLOGY

Pricing shall be based upon: **OPIS Providence Rack Average** or **OPIS Boston Low Rack Average** (whichever is lower on the date of delivery).

The Contractor shall identify:

- exact OPIS product reference;
- rack reference;
- date used;
- applicable fuel specification.

All pricing shall be:

- fully transparent;
- auditable;
- traceable to published OPIS data.

FIXED DIFFERENTIAL REQUIREMENT

Vendor's markup or discount differential shall remain fixed for the duration of the contract unless amended in writing.

ALL-INCLUSIVE DIFFERENTIALS

The bidder's differential shall include:

- transportation;
- overhead;
- delivery;
- operational costs;
- environmental compliance;
- profit;
- standard administrative costs.

No additional fees shall be permitted unless specifically disclosed in the bid submission.

PROHIBITED FEES

Vendor shall not charge:

- fuel recovery fees;
- hazmat fees;
- environmental fees;
- administrative fees;
- undisclosed surcharges.

The Lead Agency and participating agencies reserve the right to audit any invoice and verify all OPIS references used in pricing calculations. Contractor shall maintain supporting pricing records for not less than four (4) years following final payment.

In the event of a discrepancy between a contractor invoice and the applicable OPIS index, the lower amount shall govern until the discrepancy is resolved.

Optional Fixed Price Procurement Events

The Lead Agency may periodically solicit optional fixed-price purchase opportunities based on favorable market conditions.

Participation by agencies shall be voluntary.

SECTION 10 — FUEL PRICING SUBMISSION REQUIREMENTS

LOCATION-BASED PRICING REQUIREMENT

Vendors shall provide pricing for each participating agency location listed in Appendix A.

Pricing shall account for:

- delivery distance;
- fuel type;
- tank capacity;
- delivery frequency;
- minimum delivery quantities;
- operational complexity.

District-based pricing shall not be accepted.

TANK CAPACITY CATEGORIES

<u>Category</u>	<u>Tank Capacity</u>
Small Tank	Under 1,000 Gallons
Medium Tank	1,000–4,999 Gallons
Large Tank	5,000–9,999 Gallons
Bulk Tank	10,000+ Gallons

MINIMUM DELIVERY QUANTITY

Vendor shall identify:

- minimum delivery quantity requirements;
- partial load charges;
- emergency delivery surcharges;
- after-hours delivery pricing.

All fees must be fully disclosed in the bid submission.

VOLUME DISCOUNTS

Vendor may provide optional volume discounts for deliveries exceeding:

- 5,500 gallons;
- 8,000 gallons;
- 10,000 gallons.

Volume discounts shall not be used for bid evaluation unless specifically identified in the pricing worksheet.

SECTION 11 — FUEL QUALITY ASSURANCE

Vendor shall:

- maintain fuel quality standards;
- prevent contamination;
- provide chain-of-custody documentation;
- maintain fuel sampling procedures.

Participating agencies reserve the right to:

- conduct independent fuel testing;
- reject contaminated fuel;
- require fuel replacement.

Vendor shall bear all costs associated with:

- contaminated fuel;
- engine damage;
- failed fuel testing.

Fuel Testing:

The City may collect samples at delivery.

If testing confirms contamination:

- Contractor pays all testing costs;
- Contractor replaces fuel;
- Contractor pays reasonable repair costs;
- Contractor pays disposal costs.

SECTION 12 — CONTRACT REQUIREMENTS

Participating agencies may request biodiesel blends, renewable diesel, or other alternative fuel products where available. Contractors shall identify such products and pricing upon request.

SECTION 13 — VENDOR QUALIFICATIONS

Vendors shall provide:

- company background;
- Rhode Island licensing information;
- municipal references;
- terminal access information;
- fleet capacity information;
- emergency response capability.

TERMINAL ACCESS DISCLOSURES

Bidders shall provide written documentation demonstrating direct ownership, contractual access, exchange agreements, or supply rights for all primary and backup terminals identified in the proposal.

REQUIRED REFERENCES

Vendor shall provide three (3) municipal or governmental references for similar fuel supply contracts.

SECTION 14 — INSURANCE REQUIREMENTS

Vendor shall maintain the following minimum coverages:

<u>Coverage</u>	<u>Minimum</u>
General Liability	\$2,000,000
Automobile Liability	\$2,000,000
Pollution Liability	\$5,000,000
Environmental Liability	\$5,000,000
Workers Compensation	Statutory
Cyber Liability	\$2,000,000
Umbrella Liability	\$5,000,000
Sudden & Accidental Pollution	\$5,000,000
Cleanup & Remediation	\$5,000,000

The apparent successful bidder(s) shall provide certificates of insurance and endorsements demonstrating compliance with this section prior to contract execution.

SECTION 15 — BID SUBMISSION REQUIREMENTS

Bid submission shall include:

- completed pricing form;
- vendor qualifications (including references);
- emergency response plan;
- Acknowledgement of Insurance Requirements
- disclosure of exceptions;
- terminal access disclosures.

MANDATORY RESPONSIVENESS CHECKLIST

The following items are mandatory and must be submitted for a bid to be considered responsive:

- Completed Bid Forms
- Completed Pricing Form
- Completed Vendor Qualifications Form (Appendix B)
- Terminal Access Documentation
- Emergency Response Plan
- Required MBE/WBE Forms
- Disclosure of Exceptions
- Required Certifications

Failure to provide any mandatory item may result in rejection of the bid as non-responsive.

SECTION 16 — EVALUATION & AWARD

Award shall be made to the lowest responsive and responsible bidder based upon the evaluated cost of the fixed differential pricing submitted for the locations and fuel types bid.

Responsibility shall include consideration of bidder's financial capability, experience, licensing, terminal access, delivery resources, emergency response capability, and past performance on similar contracts.

The City reserves the right to

- award by fuel type;
- award by municipality or agency;
- award by geographic region;
- establish primary and secondary awards;
- reject any or all bids;
- waive minor informalities;
- make multiple awards when determined to be in the best interest of participating agencies.

The City does not guarantee any minimum purchase quantity or expenditure under this contract.

In the event two or more responsive and responsible bidders submit identical evaluated pricing, the City reserves the right to award to one bidder, split the award, draw lots, or utilize any tie-breaking procedure authorized by law.

Estimated annual usage quantities are provided solely for evaluation purposes and shall not constitute a guarantee of future purchases.

EVALUATION COST FORMULA:

For evaluation purposes, the City may calculate an evaluated cost using estimated annual fuel consumption, differentials, minimum delivery quantities, emergency delivery pricing, small-load fees, and any other pricing elements submitted by the bidder.

The City reserves the right to develop a representative usage model utilizing historical consumption data and projected operational requirements.

Award shall be based upon the lowest evaluated cost submitted by a responsive and responsible bidder.

The Lead Agency reserves the right to award contracts to both a Primary Contractor and one or more Secondary Contractors. Secondary Contractors may be utilized when:

- the Primary Contractor is unable to perform;
- emergency conditions exist;
- fuel allocation restrictions occur;
- a participating agency determines an alternate awarded contractor is necessary to meet operational requirements.

Pricing under any secondary award shall be based upon the contractor's submitted and awarded differential pricing.

SECTION 17 — PERFORMANCE MANAGEMENT

The contract may include:

- cure notices;
- liquidated damages;
- replacement procurement;
- default remedies;
- termination for cause;
- emergency non-performance remedies.

PERFORMANCE METRICS

Metric	Standard
Standard Delivery Compliance	95%
Emergency Delivery Compliance	98%
Invoice Accuracy	99%
Fuel Quality Compliance	100%

Failure to Deliver

If fuel is not delivered within required response times, the participating agency may:

- procure fuel elsewhere;
 - charge the difference in cost to the Contractor;
 - issue a cure notice;
 - suspend;
 - recommend contract termination
-

SECTION 18 — REPORTING REQUIREMENTS

Vendor shall provide monthly electronic reports including:

- gallons delivered;
- delivery frequency;
- pricing trends;
- fuel usage;
- emergency deliveries;
- missed deliveries;
- allocation events;
- sustainability metrics.

Reports shall be submitted in Excel or CSV format and include:

- municipality/agency;
- facility;
- fuel type;
- gallons delivered;
- delivery date;
- OPIS reference price;
- differential;
- total delivered price;

INVOICE REQUIREMENTS

Each invoice shall include:

- delivery date;
- gallons delivered;
- fuel type;

- OPIS reference price;
- differential;
- taxes;
- total price.

Participating agencies may request supporting OPIS documentation.

Invoices lacking required documentation may be rejected for payment processing.

SECTION 19 — CYBERSECURITY REQUIREMENTS

Vendor shall maintain commercially reasonable cybersecurity protections for:

- dispatch systems;
- fuel monitoring systems;
- customer information;
- fuel transaction data.

Vendor shall notify participating agencies of cybersecurity incidents affecting operations.

SECTION 20 — FORCE MAJEURE

Vendor shall immediately notify participating agencies of any event affecting:

- fuel availability;
- delivery operations;
- terminal access;
- pricing disruptions.

Force majeure shall not relieve the vendor from implementing contingency supply measures.

SECTION 21 — RESERVATION OF RIGHTS

The Lead Agency reserves the right to:

- reject any or all bids;
 - waive informalities;
 - request clarifications;
 - negotiate permitted contract terms;
 - cancel the solicitation;
 - issue supplemental solicitations.
-

SECTION 22 — BID PROTESTS

Bid protests shall be submitted in writing within five (5) business days following the notice of intended award.

SECTION 23 – LOCAL PREFERENCE

To the extent permitted by law, any local preference adopted by participating agencies may be applied independently by those agencies when making purchases under this contract.

SECTION 24 — APPENDICES

Appendix	Description
Appendix A	Location-Based Pricing Form
Appendix B	Vendor Qualifications Form (including references)
Appendix C	Emergency Response Plan
Appendix D	Sample Contract
Appendix E	Monthly Reporting Template

**APPENDIX A — ESTIMATED LOCATIONS AND USAGE DATA
2025 Fuel Type/Usage (Gallons) – Location-Based Pricing Form**

<u>City/Town</u>	<u>Tank Location</u>	<u>Tank Capacity</u>	<u>Fuel Type</u>	<u>Estimated Annual Usage</u>	<u>OPIS Index Used</u>	<u>Differential (+/-)</u>	<u>Minimum Delivery Quantity</u>	<u>Emergency Delivery Fee</u>	<u>Small Load Fee</u>
Barrington	84 Upland Way	1,000	Unleaded	16,000					
	100 Federal Rd.	4,000	Unleaded	12,000					
	84 Upland Way	3,000	Winter Diesel	24,000					
	100 Federal Rd.	2,000	Winter Diesel	8,200					
Burrville	650 Union Ave.	4,000	Unleaded	45,000					
	650 Union Ave.	4,000	Ultra Diesel	35,000					
Central Falls	150 Illinois Ave.	3,000	Unleaded	41,000					
	150 Illinois Ave.	3,000	Ultra Diesel	37,800					
	1280 High St.	6,000	No. 2 Heating Oil	18,900					
Charlestown	Town Hall	4,000	Unleaded	28,000					
	Police	2,000	# 1 Premium Diesel	9,000					
Coventry	Public Works	4,000	Unleaded	83,000					
	Public Works	8,000	#1 Premium Diesel	161,011					
Cranston	301 Pontiac Ave.	2,000	Ultra Diesel	26,000					
	301 Pontiac Ave.	1,000	Unleaded	9,000					
	140 Sockanosste	1,820	Ultra Diesel	16,000					
Cumberland	37 Blackstone St. W. Side	10,000	Ultra Diesel	15,000					
	37 Blackstone St. N. Side	6,000	Unleaded	70,000					
E. Greenwich	Bear Swamp Rd.	6,000	Ultra Diesel	35,000					
	Bear Swamp Rd.	4,000	Ultra Diesel	50,000					

<u>City/Town</u>	<u>Tank Location</u>	<u>Tank Capacity</u>	<u>Fuel Type</u>	<u>Estimated Annual Usage</u>	<u>OPIS Index Used</u>	<u>Differential (+/-)</u>	<u>Minimum Delivery Quantity</u>	<u>Emergency Delivery Fee</u>	<u>Small Load Fee</u>
E. Providence	60 Commercial Way	20,000	Unleaded	163,000					
	60 Commercial Way	6,000	#1 Premium Diesel	27,000					
	329 Bullucks Pt.	1,000	#1 Premium Diesel	6,500					
	30 N. Broadway	2,000	Winter Diesel	5,800					
	66 Wampanoag Tr.	1,000	#1 Premium Diesel	5,500					
	913 Broadway	2,000	Super Unleaded	3,800					
	913 Broadway	2,000	Winter Diesel	10,000					
Jamestown	250 Conanicus Ave.	4,000	Unleaded	20,000					
	1 Freebody Dr.	2,000	Ultra Diesel	15,000					
Lincoln	94 Old River Rd.	4,000	Unleaded	79,000					
	94 Old River Rd.	4,000	#1 Premium Diesel	34,500					
Little Compton	60 Simmons Rd.	500	Ultra Diesel	3,000					
	60 Simmons Rd.	1,500	Unleaded	12,000					
Middletown	Berkley Ave.	6,000	Super Unleaded	48,000					
	Berkley Ave.	6,000	Ultra Diesel	74,000					
Narragansett	260 Westmoreland	10,000	Unleaded	74,000					
	260 Westmoreland	10,000	Ultra Diesel	45,000					
Newport	80 Halsey St.	8,000	Unleaded	93,000					
	80 Halsey St	4,000	Ultra Diesel	62,000					
N. Kingstown	8166 Post Rd.	2,000	Unleaded	72,000 (total both)					
	8166 Post Rd.	6,000	Unleaded						
	615 Callahan Rd.	500	Unleaded		8,000				
North Providence	2 Mafalda St.	7,000	Unleaded	42,000					
	2 Mafalda St.	5,000	# 1 Premium Diesel	28,000					

<u>City/Town</u>	<u>Tank Location</u>	<u>Tank Capacity</u>	<u>Fuel Type</u>	<u>Estimated Annual Usage</u>	<u>OPIS Index Used</u>	<u>Differential (+/-)</u>	<u>Minimum Delivery Quantity</u>	<u>Emergency Delivery Fee</u>	<u>Small Load Fee</u>
N. Smithfield	281 Quaker Hwy.	4,000	Unleaded	47,000					
	281 Quaker Hwy.	4,000	#1 Premium Diesel	34,200					
Pawtucket*	250 Armistice Blvd.	14,000	Plus Unleaded	131,564					
	250 Armistice Blvd.	6,000	Ultra Diesel	66,275					
*123,780 ULSD/Winter Blend Combo									
Portsmouth	DPW Hedley St.	10,000	Unleaded	50,000					
	DPW Hedley St.	6,000	Ultra Diesel	20,000					
Maybe bid separately	Prudence Island	4,000	Unleaded	4,000					
	Prudence Island	4,000	Ultra Diesel	1,500					
Providence	1000 Elmwood Ave. (WPA Building)	900	No. 2 Heating Oil	3,712					
	1000 Elmwood Ave. (Vehicle Storage Building)	250	Ultra-Low Sulfur Diesel (Clear)	2,367					
	373 Reservoir Ave. (Garvin House)	275	No. 2 Heating Oil	1,038					
	5 Branch Ave. & North Main (North Burial Ground Garage)	275	Ultra-Low Sulfur Diesel (Clear)	495					
	5 Branch Ave. & North Main (North Burial Ground Garage)	400	No. 2 Heating Oil	2,960					
	97 Admiral St. (Esek Hopkins House)	275	No. 2 Heating Oil	1,720					
	201 Messer St. (Fire Station)	1,000	No. 2 Heating Oil	3,190					
	274 Reservoir Ave. (Fire Dept Training School)	550	No. 2 Heating Oil	2,740					
	491 Hartford Ave. (Fire Station)	1,000	No. 2 Heating Oil	4,864					
	151 N. Main St. (Fire Station)	1,000	No. 2 Heating Oil	92					

<u>City/Town</u>	<u>Tank Location</u>	<u>Tank Capacity</u>	<u>Fuel Type</u>	<u>Estimated Annual Usage</u>	<u>OPIS Index Used</u>	<u>Differential (+/-)</u>	<u>Minimum Delivery Quantity</u>	<u>Emergency Delivery Fee</u>	<u>Small Load Fee</u>
Smithfield	Spragueville Rd.	10,000	Unleaded	75,000					
	Spragueville Rd.	6,000	#1 Premium Diesel	40,000					
S. Kingstown	Hwy. Garage	10,000	Plus Unleaded	82,000					
	Hwy. Garage	10,000	Ultra Diesel	39,000					
Warren	DPW 21 Birch Sw.	5,000	Unleaded	21,188					
	DPW 21 Birch Sw.	5,000	Ultra Diesel	27,269					
Warwick Police	99 Veterans Mem. Dr.	12,000	Plus Unleaded	150,000					
Warwick Sewer	WWTF-Diesel	4,000	Ultra Diesel	4,000					
	Apponaug PS	500	Ultra Diesel	250					
	Knight St. PS	500	Ultra Diesel	250					
	Cedar Swamp PS	500	Ultra Diesel	250					
	E. Hoxie PS	200	Ultra Diesel	250					
	Lakeshore South PS	250	Ultra Diesel	100					
	WWTF-Gasoline	1,000	Unleaded	5,300					
Warwick DPW & Schools	925 Sandy Ln.	6,000	Plus Unleaded	155,000					
	925 Sandy Ln.	12,000	Winter Diesel	85,000					
	925 Sandy Ln.	12,000	Ultra Diesel	227,000					
Warwick Fire	St. 2/771 Post Rd.	1,000	Ultra Diesel	16,000					
	St. 6/456 W. Shore	1,000	Ultra Diesel	14,000					
	St. 9/314 Common.	1,000	Ultra Diesel	34,000					
	St. 10 225 Potowomut Rd.	1,000	Ultra Diesel	7,000					
West Warwick	DPW Riverpoint	3,500	Plus Unleaded	58,501					
	DPW Riverpoint	3,500	Ultra Diesel	61,501					

<u>City/Town</u>	<u>Tank Location</u>	<u>Tank Capacity</u>	<u>Fuel Type</u>	<u>Estimated Annual Usage</u>	<u>OPIS Index Used</u>	<u>Differential (+/-)</u>	<u>Minimum Delivery Quantity</u>	<u>Emergency Delivery Fee</u>	<u>Small Load Fee</u>
Westerly	Landfill 500/Hwy 1000	2,500	#1 Premium Diesel	65,000					
	Hwy. Garage	2,000	Unleaded	24,144					
	Hwy. Garage	4,000	#1 Premium Diesel	20,000					
	School Bus Garage	2,000	Unleaded	55,000					
	School Bus Garage	2,000	Winter Diesel	12,000					
	Police Station	4,000	Unleaded	53,410					

The locations, tank capacities, fuel types, estimated annual usage quantities, and participating agencies identified in this Appendix are provided solely for bidding, evaluation, and planning purposes. The information represents the best information available at the time of issuance, but is not guaranteed and shall not be construed as a commitment to purchase any specific quantity of fuel.

Actual fuel consumption may vary significantly due to weather conditions, emergency operations, fleet utilization, facility usage, fuel conservation initiatives, equipment replacement, regulatory requirements, budgetary constraints, or other operational factors.

The Lead Agency and participating agencies make no guarantee regarding minimum purchases, maximum purchases, number of participating agencies, number of delivery locations, or contract expenditures.

During the contract term of this contract, municipalities, school districts, housing authorities, fire districts, quasi-public agencies, and other eligible governmental entities may elect to participate in or discontinue participation from the cooperative contract.

Participating agencies may:

- add facilities;
- remove facilities;
- add storage tanks;
- remove storage tanks;
- modify tank capacities;
- modify fuel types;
- change estimated consumption levels; and
- reconfigure operational requirements.

Such changes shall not constitute a material change to the contract and shall not entitle the Contractor to additional compensation, price adjustments, or contract termination rights.

The Contractor shall honor the awarded differential pricing for substantially similar locations, fuel types, and tank categories added during the contract term.

The addition or removal of locations, tanks, participating agencies, or estimated quantities shall not constitute grounds for price adjustment, contract termination, or claims for additional compensation unless mutually agreed to in writing by the parties.

Bidders are responsible for familiarizing themselves with delivery locations and conditions that may affect performance and shall include all associated costs in their submitted differential pricing.

The Differential (+/-) shall represent the bidder's fixed markup or discount applied to the applicable OPIS rack price.

The differential shall include transportation, delivery, overhead, operational costs, standard profit, and all standard fees.

The differential shall not fluctuate during the contract term unless formally amended.

When evaluating bids:

- Bidder must meet all mandatory qualification requirements. Award shall be based on the lowest evaluated differential pricing submitted by a responsive and responsible bidder.

The Lead Agency reserves the right to separately award island, ferry-serviced, or otherwise unique delivery locations when determined to be in the best interest of participating agencies.

APPENDIX B — VENDOR QUALIFICATION FORM

The Bidder shall complete all sections of this form. Failure to provide complete information may result in a determination that the bid is non-responsive or that the Bidder is not responsible.

1. COMPANY INFORMATION

Rhode Island Business Registration Number: _____

Type of Business:

- Corporation
- Limited Liability Company (LLC)
- Partnership
- Sole Proprietorship
- Other: _____

Year Company Established: _____

Years Providing Fuel Supply Services: _____

2. TERMINAL ACCESS

List all primary terminals available to support this contract:

-
-

Terminal Name Location Ownership or Contract Access Fuel Types Available

List all backup terminals available to support this contract:

-
-

Terminal Name Location Ownership or Contract Access Fuel Types Available

The Bidder shall attach documentation demonstrating ownership, contractual access, exchange agreements, or other supply rights for each terminal identified.

Documentation Attached:

- Yes
- No

3. DELIVERY FLEET CAPACITY

Number of Tank Wagons: _____

Number of Transport Trucks: _____

Number of Fuel Delivery Drivers: _____

Average Age of Fleet: _____ Years

Does the company own its delivery fleet?

Yes

No

If No, explain:

4. EMERGENCY RESPONSE CAPABILITY

Does the Bidder maintain a 24/7 dispatch operation?

Yes

No

Can the Bidder provide emergency fuel deliveries during:

Event	Yes	No
-------	-----	----

Hurricanes	<input type="checkbox"/>	<input type="checkbox"/>
------------	--------------------------	--------------------------

Blizzards	<input type="checkbox"/>	<input type="checkbox"/>
-----------	--------------------------	--------------------------

Flooding	<input type="checkbox"/>	<input type="checkbox"/>
----------	--------------------------	--------------------------

Utility Outages	<input type="checkbox"/>	<input type="checkbox"/>
-----------------	--------------------------	--------------------------

State Emergencies	<input type="checkbox"/>	<input type="checkbox"/>
-------------------	--------------------------	--------------------------

Emergency Response Plan Attached:

Yes

No

Estimated emergency delivery response time: _____ hours

5. GOVERNMENT EXPERIENCE

Number of municipal, county, state, or public agency fuel contracts currently serviced: _____

Total gallons delivered annually to governmental customers: _____

Largest governmental fuel contract currently serviced:

Agency Name: _____

Annual Volume: _____

Years Serviced: _____

6. REFERENCES

Provide three (3) governmental references for contracts similar in size and scope.

Reference No. 1

Agency: _____

Contact Name: _____

Title: _____

Phone: _____

Email: _____

Years Served: _____

Reference No. 2

Agency: _____

Contact Name: _____

Title: _____

Phone: _____

Email: _____

Years Served: _____

Reference No. 3

Agency: _____

Contact Name: _____

Title: _____

Phone: _____

Email: _____

Years Served: _____

7. CONTRACT PERFORMANCE HISTORY

Within the past five (5) years, has the Bidder:

Been terminated for default under any contract?

Yes No

Failed to perform under a fuel supply contract?

Yes No

Been subject to liquidated damages?

Yes No

Been debarred, suspended, or declared ineligible by any governmental entity?

Yes No

Been involved in litigation that may materially affect the Bidder's ability to perform this contract?

Yes No

If Yes to any question above, provide a detailed explanation on a separate attachment.

Attachment Included:

Yes

No

8. INSURANCE CERTIFICATION

The Bidder certifies that it can obtain and maintain all insurance requirements identified in this solicitation.

Yes

No

9. RESPONSIBILITY CERTIFICATION

The undersigned certifies that:

- The information provided in this Vendor Qualifications Form is true and complete.
- The Bidder possesses the personnel, equipment, facilities, terminal access, financial resources, and operational capability necessary to perform the contract.
- The Bidder can comply with all emergency response requirements identified in the solicitation.
- The Bidder understands that the City may verify any information provided and may reject the bid if any material representation is found to be false or misleading.

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

APPENDIX C — EMERGENCY RESPONSE PLAN

Vendor shall provide:

- emergency contact list;
 - emergency dispatch procedures;
 - backup terminal access;
 - backup fuel sources;
 - emergency staffing plans;
 - disaster operations plan.
-

APPENDIX D — SAMPLE CONTRACT LANGUAGE

TERMINATION FOR CAUSE

Participating agencies may terminate the contract for:

- failure to deliver;
 - repeated late deliveries;
 - contaminated fuel;
 - fraud;
 - material breach.
-

APPENDIX E — MONTHLY REPORTING TEMPLATE

Agency	Product	Gallons	Delivery Date	OPIS Price	Differential	Total Cost
--------	---------	---------	------------------	------------	--------------	------------

STATEWIDE PROCUREMENT GOVERNANCE

RIMPAA may:

- coordinate cooperative oversight;
- collect vendor performance data;
- facilitate quarterly vendor reviews;
- recommend contract corrective actions;
- support procurement standardization.

Fuel Contract Advisory Committee:

The Lead Agency may establish a committee consisting of representatives from participating agencies and RIMPAA to:

- review performance;
- discuss supply disruptions;
- review reporting;
- recommend contract improvements;
- coordinate emergency operations;

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 6/29/2026

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 3rd floor of City Hall.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well.** (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have “**NOT A BID**” written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

**Board of Contract and Supply
Department of the City Clerk – City Hall, Room 311, 3rd 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/ 1st page (*see page 29 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 30 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 31 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 32 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 33-34) 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 solicitation, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

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

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

NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City’s [Open Meetings Portal](#).
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([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 *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

Name of Bidder (Firm or Individual):

Contact Name:

Business Address:

Business Phone #:

Contact Email Address:

Agrees to bid on (Write the "Item Description" here):

If the bidder's company is based in a state *other than Rhode Island*, list name and contact information for a local agent for service of process that *is located within Rhode Island*

Delivery Date (if applicable):

Name of Surety Company (if applicable):

Total Amount in Writing*:

Total Amount in Figures*:

****If you are submitting a unit price bid, please insert "Unit Price Bid"***

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title

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

Upon behalf of _____ (Firm or Individual Bidding),

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 the solicitation documents contained within, and the details outlined in 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 before 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) though 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 here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> Nonprofit organizations are not required to complete the rest of this form. Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office 				
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.				
Prime Contractor/Vendor Signature		Title		Date
Subcontractor/Supplier Signature		Title		Date

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

MBE/WBE Waiver Request Form

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

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

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

SUPPLEMENTAL INFORMATION

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



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

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.