



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

# **INVITATION FOR BIDS**

**Item Description: TRANSLATION AND INTERPRETATION SERVICES – THREE-YEAR CONTRACT WITH TWO ONE-YEAR OPTIONS**

**Procurement/MinuteTraq #: 53528**

**Date to be opened: 6/29/2026**

**Issuing Department:** Public Property

**Summary:** Translation, Interpretation, Video Remote Interpretation (VRI), and Sign Language Services.

## **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 relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 10-11) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - Email: [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov)
    - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
  - Name: Alejandro Tirado, Director of Purchasing, [atirado@providenceri.gov](mailto:atirado@providenceri.gov)

## **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).

**INVITATION FOR BIDS (IFB)  
TRANSLATION and INTERPRETATION SERVICES**

**TERM CONTRACT**

THREE (3) YEARS WITH TWO (2) ONE-YEAR RENEWAL OPTIONS

Initial Term: Three (3) Years.

Renewal Options: Two (2) Additional One-Year Terms

Maximum Contract Duration: Five (5) Years.

**SECTION 1 – PURPOSE**

The City of Providence seeks qualified contractors to provide translation, interpretation, telephonic interpretation, video remote interpretation (VRI), American Sign Language (ASL), and related language access services for City departments, boards, commissions, and offices.

The intent of this Invitation for Bids (IFB) is to establish one or more term contracts with responsive and responsible bidders capable of providing high-quality language access services at competitive pricing.

**SECTION 2 – CONTRACT TYPE**

The resulting contract shall be an Indefinite Delivery, Indefinite Quantity (IDIQ) term contract.

No minimum quantity of work is guaranteed.

Services shall be ordered on an as-needed basis through the issuance of purchase orders.

**SECTION 3 – AWARD**

The City reserves the right to make one award, multiple awards, or category-specific awards as determined to be in the best interests of the City.

Award shall be made to the lowest responsive and responsible bidder for each service category.

The City reserves the right to:

- Award by category.
- Award to multiple vendors.
- Split awards when determined to be in the City's best interest.
- Reject any or all bids.
- Waive minor informalities.
- Seek clarification of bids.
- Establish secondary and tertiary backup vendors to ensure uninterrupted service.

For purposes of this IFB, a responsible bidder is one that possesses the capability, integrity, experience, financial resources, personnel, certifications, and reliability necessary to successfully perform the contract requirements.

The City may establish:

- Primary Contractor
- Secondary Contractor

- Tertiary Contractor

Departments shall first attempt to utilize the Primary Contractor. If the Primary Contractor cannot provide the requested services within the required timeframe, the Department may utilize the Secondary Contractor and, thereafter, the Tertiary Contractor.

The City reserves the right to utilize any awarded contractor when required to meet operational needs, emergency circumstances, specialty language requirements, or interpreter availability requirements.

The City reserves the right to reject any and all bids, waive informalities, request clarifications, and make awards in the best interest of the City.

**SECTION 4 – SERVICE CATEGORIES**

Bidders may bid on one or more categories.

- Category A – Written Translation Services
- Category B – Telephonic Interpretation Services
- Category C – Video Remote Interpretation (VRI)
- Category D – On-Site Interpretation Services
- Category E – American Sign Language (ASL) Services
- Category F – Emergency and After-Hours Interpretation Services

**SECTION 5 – EMERGENCY SERVICES**

Contractor shall maintain the ability to provide interpretation and translation services on a twenty-four (24) hour, seven (7) day per week basis for emergencies, public safety incidents, severe weather events, public health emergencies, and disaster operations.

<b>Service</b>	<b>Requirement</b>
Telephonic	60 seconds
VRI	5 minutes
Emergency On-Site	2 hours
Spanish Emergency Coverage	24/7
Portuguese Emergency Coverage	24/7

**SECTION 6 – MINIMUM QUALIFICATIONS**

Failure to meet any minimum qualification shall render a bid non-responsive.

The bidder shall:

- A. Have been actively engaged in providing translation and interpretation services for a minimum of three (3) years.
- B. Provide three (3) client references for contracts of similar size and scope.
- C. Demonstrate the ability to provide services throughout the State of Rhode Island.
- D. Maintain sufficient staffing levels to provide services in the languages proposed.
- E. Maintain a quality assurance program.
- F. Maintain all licenses, registrations, and certifications required by law.
- G. Provide proof of insurance meeting City requirements prior to contract execution.

These are not evaluation points; they are responsibility qualifications.

**SECTION 7 – LANGUAGE CAPACITY**

Bidder shall submit a Language Capacity Matrix identifying:

- Languages available.
- Number of interpreters.
- Number of translators.
- Availability of certified personnel.
- Availability during evenings, weekends, and holidays.

The City reserves the right to request supporting documentation.

**SECTION 8 – SERVICE LEVEL REQUIREMENTS**

The successful contractor shall:

- A. Acknowledge requests for service within one (1) business day.
- B. Provide confirmation of interpreter assignment within two (2) business days.
- C. Maintain a toll-free telephone number available twenty-four (24) hours per day, seven (7) days per week.
- D. Provide emergency interpretation services outside normal business hours.
- E. Maintain confidentiality of all information obtained through contract performance.
- F. Comply with all applicable federal, state, and local laws governing privacy and language access.

Bidders are expected to complete the table below:

<b>Requirement</b>	<b>Standard</b>	<b>Yes/No</b>
Request Acknowledgement	Within 1 Business Day	
Assignment Confirmation	Within 2 Business Days	
Telephonic Connection	Within 60 Seconds	
VRI Connection	Within 5 Minutes	
Emergency On-Site Response	Within 2 Hours	
Interpreter No-Show Rate	Less than 2%	
Invoice Submission	Within 30 Days	

Failure to meet standards may constitute default.

**SECTION 9 – PRICING**

Bidders shall complete the City's pricing schedule.

Pricing shall remain firm during the initial base contract term.

Price adjustment requests may be submitted annually during renewal periods and must be supported by documentation acceptable to the Purchasing Department.

The City reserves the right to reject unsupported price increase requests.

For the purposes of award, the City shall calculate an Evaluated Bid Price using estimated annual usage quantities.

The quantities below are estimates only and do not represent a guarantee of future work.

Service Category Estimated Quantity:

- Written Translation 500,000 Words.
- Telephonic Interpretation 15,000 Minutes.
- Video Remote Interpretation 4,000 Minutes.
- On-Site Interpretation 2,000 Hours.
- ASL Interpretation 500 Hours.

The Evaluated Bid Price shall be calculated by multiplying the estimated quantities by the bidder’s submitted unit prices.

Award shall be made to the lowest responsive and responsible bidder based upon the total evaluated price.

**SECTION 11 – RESPONSIBILITY REVIEW**

Prior to award, the City may evaluate whether a bidder possesses the capability in all respects to fully perform the contract requirements.

The City may consider:

- Experience providing translation and interpretation services.
- Availability of qualified personnel.
- Financial stability.
- Record of contract performance.
- References.
- Litigation history.
- Debarment or suspension history.
- Availability of specialty language resources.
- Capacity to provide emergency services.
- Ability to comply with reporting requirements.

The City reserves the right to request additional information and supporting documentation to determine bidder responsibility.

Failure to provide requested information may result in a finding that the bidder is non-responsive or non-responsible.

Bidders are expected to complete a Language Availability Matrix provided below.

Category	Number Available
ATA Translators (or equivalent nationally recognized credential)	
Court Certified Interpreters (RI Judiciary Certified, Federally Certified)	
Medical Interpreters (NBCMI, CCHI)	
RID Certified ASL	

## **SECTION 11 – CONTRACT ADMINISTRATION**

Departments shall issue purchase orders for individual assignments.

The contractor shall provide quarterly usage reports identifying:

- Department.
- Language.
- Service type.
- Hours, minutes, or words provided.
- Total charges.

Failure to provide required reports may result in contract suspension or termination.

## **SECTION 12 – COOPERATIVE USE**

The City reserves the right to make this contract available for use by other Rhode Island governmental entities, municipalities, quasi-public agencies, school districts, and public authorities with the consent of the contractor.

Participation by other entities shall be voluntary and shall not create liability for the City of Providence.

## **SECTION 13 – NO GUARANTEED SPEND**

This contract does **not obligate the City to purchase any specific quantity of services or spend any minimum dollar amount** with any vendor(s). Work will be assigned on an as-needed basis, subject to available funding and program requirements.

## **SECTION 14 – TERMINATION**

The City reserves the right to terminate the contract:

- **For Convenience:** At any time, without cause, upon written notice to the contractor.
- **For Cause/Breach:** If the contractor fails to perform in accordance with contract terms, including compliance with specifications, timelines, or applicable laws.
- **For Non-Appropriation of Funds:** If funding is not appropriated or becomes unavailable. Upon termination, the contractor shall be compensated for authorized work satisfactorily completed up to the termination date, but no further claims shall be allowed.

**PRICE SCHEDULE**

**CATEGORY A – WRITTEN TRANSLATION**

<b>Service</b>	<b>Unit</b>	<b>Price</b>
Standard Translation	Per Word	\$ _____
Expedited Translation	Per Word	\$ _____
Certified Translation	Per Page	\$ _____
Desktop Publishing	Per Hour	\$ _____
Proofreading/Editing	Per Hour	\$ _____

**CATEGORY B – TELEPHONIC INTERPRETATION**

<b>Service</b>	<b>Unit</b>	<b>Price</b>
Standard Hours	Per Minute	\$ _____
After Hours	Per Minute	\$ _____
Emergency Service	Per Minute	\$ _____

**CATEGORY C – VIDEO REMOTE INTERPRETATION**

<b>Service</b>	<b>Unit</b>	<b>Price</b>
Standard Hours	Per Minute	\$ _____
After Hours	Per Minute	\$ _____
Emergency Service	Per Minute	\$ _____

**CATEGORY D – ON-SITE INTERPRETATION**

<b>Service</b>	<b>Unit</b>	<b>Price</b>
Standard Assignment	Per Hour	\$ _____
Expedited Assignment	Per Hour	\$ _____
Emergency Assignment	Per Hour	\$ _____
Weekend Assignment	Per Hour	\$ _____
Holiday Assignment	Per Hour	\$ _____

**CATEGORY E – AMERICAN SIGN LANGUAGE (ASL)**

<b>Service</b>	<b>Unit</b>	<b>Price</b>
Standard Assignment	Per Hour	\$ _____
Expedited Assignment	Per Hour	\$ _____
Emergency Assignment	Per Hour	\$ _____

**CATEGORY F – TRAVEL**

<b>Service</b>	<b>Unit</b>	<b>Price</b>
Mileage	IRS Rate	IRS Rate
Parking	Actual Cost	Actual Cost
Tolls	Actual Cost	Actual Cost

**LANGUAGE AVAILABILITY MATRIX**

The Bidder shall indicate its ability to provide services in the languages listed below. The City reserves the right to request additional documentation demonstrating capacity, staffing levels, certifications, and response times.

The Bidder shall identify:

- Whether the language is available.
- Whether services are available twenty-four (24) hours per day, seven (7) days per week.
- Number of interpreters available.
- Number of translators available.
- Whether services are available on-site, telephonically, and through Video Remote Interpretation (VRI).

Language	Available (Y/N)	24/7 Available	# Interpreters	# Translators	Certified Personnel Available	On-Site	Phone
Spanish							
Portuguese							
Haitian Creole							
Cape Verdean							
French							
Arabic							
Mandarin							
Cantonese							
Vietnamese							
Russian							
Ukrainian							
Khmer (Cambodian)							
Swahili							
Dari							
Pashto							
American Sign Language (ASL)							
Other Language(s) (Attach List)							

Bidders shall attach a complete list of all additional languages available through their organization and identify any language-specific limitations, minimum notice requirements, or subcontracting arrangements.

The City anticipates the greatest demand for Spanish, Portuguese, Haitian Creole, Cape Verdean Creole, Arabic, Mandarin Chinese, and American Sign Language (ASL). Bidders should identify any language for which services cannot be provided within the required response times under this contract.

As a condition of responsiveness, bidders must certify the ability to provide services in the following languages:

- Spanish
- Portuguese
- Haitian Creole
- Cape Verdean
- American Sign Language (ASL)

Failure to provide coverage for all required languages shall render the bid non-responsive

The City may make a separate award for specialty languages.

<b>Tier</b>	<b>Language</b>	<b>Recommendation</b>
Tier 1 (Core Required)	Spanish, Portuguese, Haitian, Cape Verdean, ASL	Mandatory coverage
Tier 2 (Common)	Arabic, French, Mandarin, Cantonese, Vietnamese	Strongly preferred
Tier 3 (Specialty)	Russian, Ukranian, Khmer (Cambodian), Swahili, Dari, Pashto,	As available

## 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 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 12 of this document*)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> page (*see page 13 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 14 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 15 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 16-17) 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 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 Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I 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 <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.

## 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.