



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

INVITATION FOR BIDS

Item Description: ON-CALL HEAVY SNOW CLEARING AND REMOVAL SERVICES – ONE-YEAR CONTRACT WITH TWO ONE-YEAR OPTIONS FOR RENEWAL

Procurement/MinuteTraq #: 54140

Date to be opened: 8/24/2026

Issuing Department: Public Works

QUESTIONS

- Please submit your questions using the following link:
<https://forms.monday.com/forms/6a5b53750cb30365623dfb89b3118b13?r=use1>

Questions will be answered first through this system, and an official addendum will be issued subsequently.

Pre-submission Conference

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

Deadline for questions submissions: August 14, 2026, by 4:00 PM (EST).

INVITATION FOR BIDS (IFB) ON-CALL HEAVY SNOW CLEARING & REMOVAL SERVICES MULTIPLE AWARD ON-CALL CONTRACT

1. PURPOSE AND INTENT

The City of Providence (“City”), acting through the Department of Public Works (“DPW”), invites sealed bids from qualified contractors to provide on-call heavy snow clearing, snow hauling, snowbank removal, roadway widening, and related winter emergency services.

The City intends to establish one or more **On-Call** contracts to ensure sufficient equipment, personnel, and operational capacity are available during winter weather events.

Because the frequency, severity, duration, and location of winter weather events cannot be predicted, services will be ordered only when needed through individual Task Orders issued by DPW.

Award of a Contract qualifies a Contractor to receive Task Orders but does not guarantee any minimum quantity of work, minimum contract value, or exclusive right to perform services.

The successful Contractor(s) shall furnish all labor, supervision, operators, equipment, fuel, maintenance, transportation, communications, materials, and incidental services necessary to perform the work described in this Invitation for Bids.

The City encourages competition from experienced contractors capable of providing reliable emergency response throughout the contract term.

2. DEFINITIONS

For purposes of this solicitation, the following definitions shall apply:

Activation Notice means the City's notification directing a Contractor to prepare for or respond to a potential Task Order.

Committed Equipment means equipment identified in the Contractor's bid and reserved for deployment under this Contract.

Response Time means the elapsed time between the City's Activation Notice and the Contractor's required action as specified in Section 7.

Standby Status means the period during which the Contractor has been directed by the City to maintain designated personnel and equipment in a state of immediate readiness pending deployment.

Task Order means the written authorization issued by DPW directing the Contractor to perform specific services under this Contract.

Winter Weather Event means any snowfall, ice storm, freezing rain, blizzard, or other weather conditions requiring emergency snow removal or related public works services.

Unless otherwise defined herein, words shall be interpreted according to their ordinary meaning and applicable Rhode Island law.

3. CONTRACT TYPE

The City intends to establish one or more **On-Call** contracts for on-call heavy snow clearing, snow hauling, and related winter emergency services.

Services shall be authorized only through Task Orders issued by DPW on an as-needed basis throughout the contract term.

The City reserves the right to issue Task Orders to one or more Contractors simultaneously whenever necessary to meet operational requirements.

Nothing in this solicitation shall be construed as granting any Contractor an exclusive right to perform services or guaranteeing any minimum amount of work.

4. TERM

The initial contract term shall commence on **November 1, 2026**, and continue through **April 30, 2027**.

The City may renew the contract for up to **two (2) additional one-year terms**, subject to satisfactory contractor performance, the availability of funding, mutual agreement of the parties, and all required approvals.

Prior to the beginning of each winter season, each Contractor shall successfully complete the City's annual readiness verification, including confirmation of equipment availability, emergency contacts, insurance, and other operational information required by DPW.

The City may extend the Contract for a limited period, if necessary, to complete authorized work or ensure continuity of emergency winter operations, provided such extension complies with applicable law.

5. SCOPE OF SERVICES

5.1. General

The Contractor shall furnish all labor, supervision, operators, equipment, fuel, maintenance, transportation, communications, materials, and incidental services necessary to perform heavy snow clearing, snow hauling, snowbank removal, roadway widening, and related winter emergency services.

Work shall be performed only upon issuance of a Task Order by DPW and in accordance with the instructions of the City's authorized representative.

The City shall determine work priorities, reporting locations, operational periods, haul routes, disposal sites, and the sequence of work.

5.2. Services

Services may include, but are not limited to:

- Heavy snow clearing;
- Snowbank removal;
- Snow hauling and disposal;
- Roadway widening;
- Clearing intersections, cul-de-sacs, bridges, municipal facilities, parking lots, sidewalks, and other City-owned property;
- Opening access to emergency facilities, schools, transit routes, utility infrastructure, and other critical public assets;
- Operation of specialized snow removal equipment; and
- Other winter emergency services reasonably related to restoring safe public access.

5.3. Emergency Operations

The Contractor shall be capable of providing services twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays.

Operations may occur simultaneously throughout multiple locations within the City.

The Contractor shall continue work until released by the City's authorized representative.

5.4. Operational Requirements

The Contractor shall:

- Maintain continuous communication with the City's designated representative;
- Follow all operational instructions issued by DPW;
- Conduct operations in accordance with applicable federal, state, and local laws;
- Exercise reasonable care to avoid damage to public and private property;
- Immediately report accidents, injuries, equipment failures, hazardous conditions, fuel spills, or property damage;
- Transport snow only to locations designated by the City; and
- Correct, at its expense, any damage caused by its negligent operations.

The City reserves the right to inspect all work and require correction of deficiencies at no additional cost.

6. REQUIRED EQUIPMENT

6.1. General

The Contractor shall provide and maintain all equipment necessary to perform the services required under this Contract. All equipment shall be safe, mechanically sound, properly licensed, and suitable for heavy municipal snow removal operations.

All equipment shall be operated by qualified personnel and comply with applicable federal, state, and local laws.

6.2. Equipment Inventory

Each Bidder shall submit an **Equipment Inventory & Commitment Form (Appendix C)** identifying the equipment proposed for this Contract.

At a minimum, the inventory shall identify:

- Equipment type;
- Manufacturer and model;
- Year;
- Capacity;
- Ownership status (owned, leased, or subcontracted);
- Storage location; and
- Whether the equipment is committed to this Contract.

The City may verify equipment ownership, condition, and availability before award or at any time during the Contract.

6.3. Equipment Standards

The Contractor shall provide equipment appropriate for the services requested under each Task Order, including, as applicable:

- Front-end loaders;
- Dump trucks;
- Motor graders;
- Snowplow trucks;
- Excavators;
- Skid steer loaders; and
- Other specialized equipment approved by the City.

Equivalent equipment providing equal or greater capability may be accepted.

6.4. Equipment Availability

Equipment identified as committed under this Contract shall remain available throughout the winter season unless temporarily removed from service because of mechanical failure, accident, or other circumstances beyond the Contractor's reasonable control.

The Contractor shall promptly notify the City of any equipment that becomes unavailable and shall provide equivalent replacement equipment as soon as practicable.

6.5. Equipment Inspection

The City reserves the right to inspect any equipment proposed or assigned under this Contract before award or during the contract term.

Equipment found to be unsafe or unsuitable shall not be used until the deficiency has been corrected.

7. RESPONSE TIME REQUIREMENTS (MANDATORY)

7.1. General

The Contractor shall maintain sufficient personnel, equipment, and communications to respond to winter weather events twenty-four (24) hours per day, seven (7) days per week.

Response times begin when the City issues an Activation Notice.

7.2. Response Standards

Requirement	Maximum Time
Acknowledge Activation Notice	15 minutes
Confirm personnel and equipment availability	30 minutes
Begin mobilization	1 hour
Report to designated location	2 hours

The City may establish different response requirements for a specific Task Order when operational conditions require.

7.3. Delays

If the Contractor cannot satisfy the required response times, it shall immediately notify the City's designated representative and provide:

- Reason for the delay;
- Estimated arrival time; and
- Replacement equipment, if applicable.

Repeated failure to meet response requirements may affect future Task Order assignments.

7.4. Extraordinary Circumstances

The City recognizes that severe weather conditions, highway closures, and other circumstances beyond the Contractor's reasonable control may affect response times.

The Contractor shall make every reasonable effort to respond and shall maintain communication with the City until the assignment is complete or cancelled.

8. CONTRACTOR POOL & TASK ORDER ASSIGNMENT

8.1. Contractor Pool

The City intends to establish a pool of qualified Contractors to provide winter emergency services.

Award of a Contract qualifies a Contractor to receive Task Orders but does not guarantee any minimum quantity of work.

8.2. Task Orders

All work shall be authorized through a Task Order issued by DPW.

Each Task Order will identify:

- Reporting location;
- Work location(s);
- Equipment requested;
- Special instructions; and
- The City's authorized representative.

Only work authorized through a Task Order is eligible for payment.

8.3. Assignment of Work

Task Orders will be assigned based on the City's operational needs.

In assigning work, the City may consider:

- Contractor availability;
- Response capability;
- Equipment capacity;
- Proximity to the work location; and
- Contractor performance.

The City is not required to distribute work equally among Contractors.

8.4. Task Order Administration

The City may modify, suspend, expand, reduce, or terminate a Task Order as operational conditions require.

The Contractor shall promptly comply with directions issued by the City's authorized representative.

9. PRICING STRUCTURE

9.1. General

Bidders shall submit all prices using **Appendix A – Pricing Schedule**.

Unit prices shall include all labor, operators, supervision, equipment, fuel, maintenance, transportation, insurance, overhead, profit, and all other costs necessary to perform the work.

9.2. Pricing Components

The Pricing Schedule shall include:

- **Monthly Equipment Availability Fee** (per committed equipment unit);
- **Standby Hourly Rate** (when placed on Standby Status);
- **Operating Hourly Rate** (equipment actively performing work);

- **Snow Hauling Rates**, as applicable; and
- **Mobilization/Demobilization**, if requested.

9.3. **Equipment Availability Fee**

To ensure adequate emergency response capacity, the City may compensate Contractors for maintaining committed equipment in a state of operational readiness throughout the winter season.

Equipment Availability Fees, if awarded, shall be paid only for equipment identified as committed in the Contractor's Equipment Inventory and that remains available in accordance with this Contract.

The City will pay a **fixed monthly amount per committed unit**, regardless of whether the equipment is mobilized. If the equipment is activated under a Task Order, the Contractor is then compensated at the applicable standby or operating rates.

Failure to provide committed equipment without an excusable reason may result in forfeiture of the applicable Equipment Availability Fee and may be considered in future Task Order assignments or contract performance evaluations.

The City reserves the right to determine the number of equipment units eligible for an Equipment Availability Fee based on operational needs and available funding.

9.4. **Equipment Priority Commitment**

Equipment receiving an Equipment Availability Fee shall be given priority for deployment to the City of Providence during Activation Notices and Task Orders. Contractors shall not reassign committed equipment to another customer while that equipment is subject to an active Activation Notice or Task Order, unless otherwise authorized by the City.

9.5. **Firm Prices**

Unit prices shall remain firm during the initial contract term.

Approved adjustments during renewal periods shall be made only in accordance with the Contract.

9.6. **Estimated Quantities**

Estimated quantities are provided solely for bid evaluation.

Actual quantities may vary, and the City makes no guarantee regarding the amount of work assigned.

10. **PERFORMANCE & ACCOUNTABILITY**

10.1. **General**

The Contractor shall perform all services safely, professionally, and in accordance with this Contract and the applicable Task Order.

10.2. **GPS Tracking**

All primary equipment assigned to a Task Order shall be equipped with a fully operational GPS tracking system.

Upon request, the Contractor shall provide GPS records sufficient to verify equipment location, operating hours, and compliance with the Task Order.

10.3. **Daily Reporting**

The Contractor shall submit a completed **Daily Equipment Log (Appendix E)** no later than the next business day, unless otherwise directed by the City.

At a minimum, the log shall identify:

- Task Order Number;
- Date of service;
- Equipment identification;
- Operator's name;
- Operator's mobile telephone number;
- Hours worked;
- Work location(s); and
- Any equipment substitutions or significant operational issues.

10.4. Performance Monitoring

The City may monitor Contractor performance through:

- Field observations;
- Daily Equipment Logs;
- GPS records;
- Communications;
- Inspections; and
- Other contract records.

Performance may be considered when assigning future Task Orders, evaluating contract renewals, or determining contractor responsibility for future procurements.

10.5 Corrective Action

If the City identifies recurring performance deficiencies, it may require the Contractor to submit a written Corrective Action Plan describing the cause of the deficiency and the measures that will be implemented to prevent recurrence.

Submission of a Corrective Action Plan does not limit any contractual remedies available to the City.

11. INVOICING & PAYMENT

11.1. General

The Contractor shall invoice the City only for work authorized through a Task Order and satisfactorily completed in accordance with this Contract.

Payment shall be made in accordance with the City's standard payment procedures and subject to verification of the services performed.

Acceptance of an invoice does not constitute acceptance of defective work or waive any contractual rights or remedies.

11.2. Invoice Requirements

Each invoice shall include, at a minimum:

- Contractor name;
- Contract number;
- Purchase Order number;
- Task Order number;
- Dates of service;
- Equipment identification;
- Hours worked or applicable unit quantities;
- Applicable unit prices;
- Total amount due.

Invoices shall separately identify charges for each Task Order.

11.3. Supporting Documentation

Each invoice shall be accompanied by documentation sufficient to verify the services billed, including, as applicable:

- Daily Equipment Log (Appendix E);
- GPS records;
- Task Order;
- Snow disposal or hauling documentation, when applicable; and
- Other documentation reasonably requested by the City.

Failure to provide adequate supporting documentation may delay payment.

12. MINIMUM QUALIFICATIONS

12.1. General

To be eligible for award, each Bidder shall demonstrate that it possesses the experience, personnel, equipment, financial capacity, and operational capability necessary to perform the services required under this Contract.

The requirements of this Section are mandatory and will be evaluated on a pass/fail basis.

12.2. Minimum Qualifications

Each Bidder shall:

- Have at least three (3) years of experience providing heavy snow clearing, snow hauling, roadway clearing, or comparable winter emergency services;
- Demonstrate the ability to provide sufficient personnel and equipment;
- Submit a completed **Equipment Inventory & Commitment Form (Appendix C)**;
- Submit a completed **Contractor Qualification Statement (Appendix G)**;
- Designate a Contract Manager and a twenty-four (24) hour emergency contact;
- Maintain the insurance required by **Appendix Q**; and
- Possess the financial capacity necessary to perform the Contract.

The City may verify any information submitted and request additional documentation necessary to determine bidder responsibility.

12.3. Continuing Responsibility

The successful Contractor shall maintain these qualifications throughout the Contract term.

Failure to maintain the required qualifications may result in suspension of Task Orders, termination of the Contract, or other remedies available under the Contract or applicable law.

13. EVALUATION & AWARD

13.1. Award

The City intends to award one or more Contracts to the lowest responsive and responsible Bidder(s) in accordance with this Invitation for Bids and applicable law.

Award of a Contract does not guarantee any minimum quantity of work.

13.2. Responsiveness Review

The City will review each bid to determine whether it substantially complies with the material requirements of this solicitation.

The City may waive minor informalities or immaterial irregularities to the extent permitted by law.

13.3. Mathematical Errors

The City reserves the right to correct obvious mathematical or clerical errors in accordance with applicable law.

13.4. Multiple Awards

The City anticipates making multiple awards to establish a qualified pool of Contractors.

The City may make additional awards during the contract term, to the extent permitted by law, if necessary to maintain adequate emergency response capacity.

13.5. Rejection of Bids

The City reserves the right to reject any or all bids, in whole or in part, as permitted by applicable law.

13.6. Notice of Award

Following receipt of all required approvals, the City will issue a written Notice of Award to the successful Bidder(s).

No work shall begin until:

- The Contract has been executed;
- A Purchase Order has been issued; and
- A Task Order has been issued, when applicable.

APPENDICES

The following appendices are incorporated into this Invitation for Bids.

Appendix	Title
A	Pricing Schedule
B	Bid Form & Certifications
C	Equipment Inventory & Commitment
D	Contractor Information & Emergency Contacts
E	Daily Equipment Log
F	Task Order
G	Contractor Qualification Statement
Q	Standard Insurance Requirements

APPENDIX A – PRICING SCHEDULE

Bidder Information

Company:	
Address:	
Contact Person:	
Telephone:	
Email:	

A. Equipment Availability Fee

(Monthly Rate Per Committed Unit)

Equipment Type	Qty Committed	Monthly Equipment Availability Fee
Loader		\$
Dump Truck		\$
Grader		\$
Excavator		\$
Skid Steer		\$
Other		\$

B. Standby Rates

Equipment	Hourly Rate
Loader	\$
Dump Truck	\$
Grader	\$
Excavator	\$
Skid Steer	\$

C. Operating Rates

Equipment	Hourly Rate
Loader	\$
Dump Truck	\$
Grader	\$
Excavator	\$
Skid Steer	\$

D. Snow Hauling

Description	Unit	Price
Snow Hauling	Hour	\$
Snow Hauling	Load	\$
Snow Disposal	Ton	\$

E. Mobilization / Demobilization (if applicable)

Description	Unit	Price
Mobilization	Each	\$
Demobilization	Each	\$

APPENDIX B – BID FORM & CERTIFICATIONS

Bidder certifies that:

- ☐ Prices remain valid for 90 days.
- ☐ Bidder has examined the solicitation.
- ☐ Bidder agrees to comply with all requirements.
- ☐ Bidder has not colluded with any other bidder.
- ☐ Bidder is authorized to submit this bid.

Authorized Representative:

Name:

Title:

Signature:

Date:

APPENDIX C – EQUIPMENT INVENTORY & COMMITMENT

[illegible]

Certification:

The undersigned certifies that the equipment identified as "Committed" will remain available to the City during the contract term, subject only to mechanical failure, accident, or other circumstances beyond the Contractor's reasonable control.

APPENDIX D – CONTRACTOR INFORMATION

Contract Manager

Name

Phone

Email

24-Hour Emergency Contact

Name

Phone

Email

Dispatch Coordinator

Name

Phone

Email

Field Supervisor

Name

Phone

Email

Business Address

Emergency Dispatch Number

INSTRUCTIONS FOR SUBMISSION

<u>Meeting Date: 8/24/2026</u>

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 19 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 20 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 21 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see page 22 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 23-24) 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).	☐ MBE ☐ WBE ☐ Neither MBE nor WBE				
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). • 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:	☐ MBE ☐ WBE ☐ 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 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.