



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

REQUEST FOR PROPOSALS

Item Description: DEWATERING AND CLEANING OF A 38" STORMWATER PIPE AT PUBLIC ST. BETWEEN ALLENS AVE. AND THE PROVIDENCE RIVER (REBid)

Procurement/MinuteTraq #: 54810

Date to be opened: 10/19/2026

Issuing Department: Sustainability

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
 - 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
 - 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: Kevin Proft
 - Title: Dep. Director of Sustainability
 - Email Address: kproft@providenceri.gov

Pre-submission Conference

There will be a Non-Mandatory Pre-Bid Conference October 8, 2026 at 9:00 a.m. The conference will be held virtually on MS Teams. See section 4.2 below for conference details.

Deadline for questions submissions:

Bidder questions are due October 11, 2026.

INSTRUCTIONS FOR SUBMISSION

<u>Meeting Date: 10/19/2026</u>
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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
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 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 10-11) or on:*

<https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>

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

- Signed Addenda Acknowledgement Form
- 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 **5 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) through d) above.

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

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

Name of the person making this affidavit: _____

Position in the “Business” _____

Name of Entity _____

Address: _____

Phone number: _____

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

Read the following paragraph and answer one of the options:

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

a. Members of the Providence City Council? ☐ Yes ☐ No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council? ☐ Yes ☐ No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

c. The Mayor of Providence? ☐ Yes ☐ No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence? ☐ Yes ☐ No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position

MBE/WBE Participation Plan

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

Bidder's Name:					
Bidder's Address:					
Point of Contact:					
Telephone:					
Email:					
Procurement #:					
Project Name:					
Which one of the following describes your business' status in terms of Minority and/or Woman Owned Business Enterprise certification with the State of Rhode Island? (Check all that apply).	☐ 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 <https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office/minority-business-enterprise-mbe>, 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

Addenda Acknowledgement Form

Write in the title of each addenda associated with this RFP. Some RFPs may have fewer than 5 addenda. If this is the case, leave the remaining lines blank.

Addendum 1: _____

Addendum 2: _____

Addendum 3: _____

Addendum 4: _____

Addendum 5: _____

I acknowledge that I have reviewed the above addenda associated with this RFP

Authorized Bidder Representative Name: _____

Authorized Bidder Representative Title: _____

Authorized Bidder Representative Signature: _____

BID PACKAGE SPECIFICATIONS

1. Overview

The City of Providence is seeking a contractor to dewater and clean 490 feet of a 38" former CSO/current stormwater pipe at Public Street between Allens Avenue and the Providence River in Providence, Rhode Island, including the structures these pipes connect to. The goal is to enable a complete video inspection of the pipe to inform decisions concerning future pipe maintenance or replacement. A prior video inspection was attempted at the site, but efforts were abandoned when the pipe was found to be under water due to tidal and stormwater conditions and that it contained sediment and debris, which blocked access by the camera equipment.

The limited footage from the earlier effort provides some insights into the general pipe conditions:

1. The brick is in relatively good condition considering the age of the installation.
2. The brick surface has areas of surface spalling.
3. There are some areas where larger spalling has occurred.
4. Some bricks are missing; it is assumed that they are in the pipe invert.
5. There are some areas of what looks like grit deposits up to 8" deep along the pipe invert.
6. There is not video for the entire length of the pipe. Deposit depths may vary along the length.
7. Infiltration evidence can be seen from past events (white calcified deposits). Active infiltration of dripping water can also be seen in the video.

2. Scope of Work

The stormwater pipe terminates to an outfall on the Providence River, which is tidally influenced and has an effect on water levels inside the stormwater pipe. The awarded contractor shall plan operations around tidal variations and rain events as needed. The City is not responsible for additional work required from tidal or rainfall events.

Supporting Documents

1. The City has included a site plan with project related notes as Exhibit A at the end of this RFP.
2. The City has uploaded the footage from the earlier effort to video the pipe at the following link:
 - a. <https://www.providenceri.gov/sustainability/public-street-drain-line-video-inspection/>If you have difficulty viewing the video, reach out to kproft@providenceri.gov.

Dewatering

1. Plug the 42" DI pipe to prevent backflow from the Providence River. The manhole closest to the outfall (DHM A) will need to be vacuumed to remove invert sediment and miscellaneous sunken and floating debris (e.g. water bottles) prior to the placement of a pipe plug into the 42" downstream DI pipe.
2. Run dry/self-priming trash pumps for dewatering. Initial dewatering shall begin from DMH A to the sewer manhole identified on the plan. The sanitary manhole to be used for discharge is approximately 4' in diameter, with a 6" pipe discharging to the north to a sewer main on Allens Ave.
3. Once the water level is found to be dropping, dewatering should be performed from DHM D which can be discharged to the street gutter line. Contractor shall provide erosion control measures and flow spreading along the coastal barrier to prevent erosion.
4. Pumps shall be self-priming and capable of passing solids to avoid clogging during work. Pumps shall be capable of running dry to enable full dewatering of the pipe system. Contractor may place removable dams in the pipe to create reservoirs as needed. Dams shall be removed at the conclusion of the work. Contractor shall provide generators, compressors, and all other equipment needed for the work.

Cleaning

1. Jet truck decanting can be performed into the sanitary manhole. Water is available for use from the hydrant located at the project site. Contractor shall provide a water meter and backflow preventer and document daily water use. City will pay water supply charges.

2. Jet truck debris to be transported and disposed of at Rhode Island Resource Recovery Corporation (RIRRC) as Catch Basin Waste from the City of Providence. RIRRC prohibits free liquids in the waste delivered to the facility.
3. Concrete, bricks, and other solid materials shall be disposed of by the contractor in accordance with applicable disposal requirements. Removal of debris may involve personnel entry to remove solids. Contractor is responsible for compliant OSHA permit entry and for personnel safety.

Closeout Report

1. Provide a written closeout report documenting existing pipe conditions and still pictures of damaged areas and of evidence of active and past infiltration.
2. Provide CCTV raw coverage as the work progresses and of the final cleaning.

3. Proposals & Scoring

Proposals **shall** include each of the following items. Proposals that do not include one or more of these items may be considered incomplete and the bid rejected:

- 1) Baseline Requirements
 - a) Complete and/or sign all bid forms, MBE/WBE forms/approved waiver, and the addenda acknowledgement form. Bidders that fail to complete these requirements will be disqualified.
 - b) Provide a concise summary of your firm, including the primary contact person for the RFP, company name, address, telephone number, and email address, signed by the person authorized to bind the organization.
- 2) Project Approach
 - a) Demonstrate your understanding of the requested project and your proposed approach to the scope.
 - b) Provide a project schedule.
 - c) Provide a list of the permits/approvals/inspections that will be required.
- 3) Experience
 - a) Provide summaries of your organization's work on two projects of similar scale and complexity.
 - b) Provide the contact information for each of the two examples to be used as references.
 - c) Provide the resumes or brief descriptions of key project personnel that demonstrate their qualifications to conduct the requested scope of work.
- 4) Cost
 - a) Bid Price
 - i) Provide a lump sum bid price to complete the proposed scope of work.
 - ii) Provide a line-item budget that demonstrates how you arrived at the bid price.

Proposals will be scored as follows:

Category	Potential Points
Bid Forms, MBE/WBE Forms, and Signed Addenda	T/F
Project Approach	20
Experience	20
Cost	60

Bidders who score less than 70 will be disqualified.

4. Instruction to Bidders

1. RFP Schedule

Below is the RFP schedule. The Department may change these dates at its sole discretion, in the form of an addendum. All notifications and amendments to this RFP will be posted via the Rhode Island Municipal Bidder Notification System. More information is available at <https://www.providenceri.gov/purchasing/>.

RFP Posted	October 5, 2026
Pre-Bid Conference/Site Visit	October 8, 2026 at 9 a.m.
Deadline for Bidder Questions	October 11, 2026
Response to Bidder Questions	October 12, 2026
Proposal Due Date	October 19, 2026 at 2:15 p.m.

2. Pre-Bid Conference

There will be a non-mandatory, pre-bid conference on the date and time included in the chart above. The conference is an opportunity to learn about this RFP, review site conditions, and ask clarifying questions.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/27532842859732?p=Lp3QgGvIOWj3m6Dwpc>

Meeting ID: 275 328 428 597 32

Passcode: HW6LT6N2

Dial in by phone

[+1 332-249-0606, 522764971#](tel:+13322490606522764971) United States, New York City

[Find a local number](#)

Phone conference ID: 522 764 971#

3. Questions and Addenda

Bidders are advised that once the RFP has been issued, all contact must be handled per the guidance on page 1 of this RFP package. Instructions for participating in this bidding process and information regarding this project will be provided only through this RFP, the pre-bid conference, and written addenda. Questions may be submitted to the appropriate contact by the Deadline for Bidder Questions date included in the chart above. Responses will be posted in the form of an addendum to this RFP on the Response to Bidder Questions date included in the chart above.

Since all addenda shall become a part of the RFP, **each addenda must be listed on the Addenda Acknowledgement Form**, included on page 12 of this solicitation, **the form must be signed by the authorized bidder representative**, and the form must be included with your bid package. Failure to complete the Addenda Acknowledgement Form may be grounds for rejection of the proposal response.

4. Submission Process

Proposals must be submitted to the City on or before 2:15 PM EST on the Proposal Due Date included in the chart above. See page 2 of this RFP for submittal instructions. See page 3 of this RFP for a bid package checklist.

5. M/WBE Forms

All bidders must include the relevant M/WBE forms included on pages 10-11 of this solicitation. **If a bidder will not meet the City's goal of 20% M/WBE participation, a waiver must be requested. The approved waiver must be submitted with the Bidder's proposal, so a request should be placed as soon as the bidder knows they will not meet the goal to ensure adequate time for the waiver request to be processed and approved.** See waiver instructions on page 11 for more information.

6. Descoping Meeting

All bidders shall be available for a Pre-Award Descoping Meeting as may be required by the City. The City reserves the right to descoping one or more bidders.

7. Invoicing

The awarded vendor shall be paid on a reimbursement basis and shall submit monthly, line-item reimbursement invoices with appropriate backup documentation.

8. Contract Term

The City expects the firm to complete the project within three months of entering an agreement. Contractor shall coordinate with the City's DPW, OPM, and Sustainability Department, and take tidal cycles and rain events into consideration when planning the schedule.

9. Modification of Terms

Any exceptions/additions/alterations to the terms and conditions contained herein must be included in the bidder's proposal response. Failure to provide the required data to allow for evaluation of the bidders response to the RFP, or failure to follow and complete the RFP proposal format and accompanying documents will be grounds for rejecting the proposal offer. The City reserves the right to reject any proposals that alter the terms specified in the RFP.

10. Withdrawal of Proposal

Proposals may be withdrawn at any time prior to the proposal due date and time. Once the proposal due date has passed all proposals become the property of the City.

5. Terms

11. Proposal Ownership

All materials submitted in response to the RFP shall become the property of the City upon bid opening and will be considered as part of this RFP.

12. Accept/Reject Proposal

Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal. The City reserves the right to fund, in whole or in part, any, all, or none of the applications submitted in response to this RFP. The City reserves the right to waive technicalities, irregularities, and omissions. The City reserves the right to make the award in a manner deemed to be in the best interests of the City and to correct any award erroneously made as a result of a clerical error on the part of the City. Proposals received after the due date and time indicated on the cover of this bid will not be considered. The City's Purchasing website includes a step-by-step guide for submitting a bid

<https://www.providenceri.gov/purchasing/how-to-submit-a-bid/>.

13. Rhode Island Public Records Law

Vendors are advised that all materials submitted for consideration in response to this RFP will be considered Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exceptions, and will be released for inspection immediately upon request after an award is made.

14. RFP Interpretation

Interpretation of the wording of this document shall be the responsibility of the City and that interpretation shall be final.

15. Confidentiality

From the date of issuance of the RFP until the opening date, the Bidder must not make available or discuss its proposal, or any part thereof, with any employee or agent of the City. The Bidder is hereby warned that any part of its proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Rhode Island State laws.

16. Regulations

The awarded bidder shall conduct all work funded under this agreement in compliance with all local, state, and federal laws, regulations, and codes. Funding for the project will come, in part, from a Rhode Island Infrastructure Bank Action Grant.

17. Prevailing Wages

The Bidders' attention is called to the fact that this is a Prevailing Wage project. Paid wages shall be at rates not less than those prevailing on the same type of work on similar construction in the immediate locality according to RI General Laws **RIGL 37-13**. <https://dlt.ri.gov/regulation-and-safety/prevailing-wage>

18. Insurance Requirements

Following award and prior to beginning work, the following insurance requirements shall be met:

- a. General Liability Insurance – Minimum coverage shall be not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Policy must list the City as an Additional Insured.
- b. Workers Compensation – Minimum coverage must be \$500,000 for each accident/disease and in the aggregate and must include waiver of subrogation.
- c. Environmental Liability – Required limits are not less than \$2,000,000 per claim and in the aggregate.
- d. Automobile Liability – Minimum coverage shall be not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired, and non-owned vehicle coverage and in the aggregate.
- e. Umbrella Liability Insurance – \$5,000,000 per occurrence and \$5,000,000 in aggregate.

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

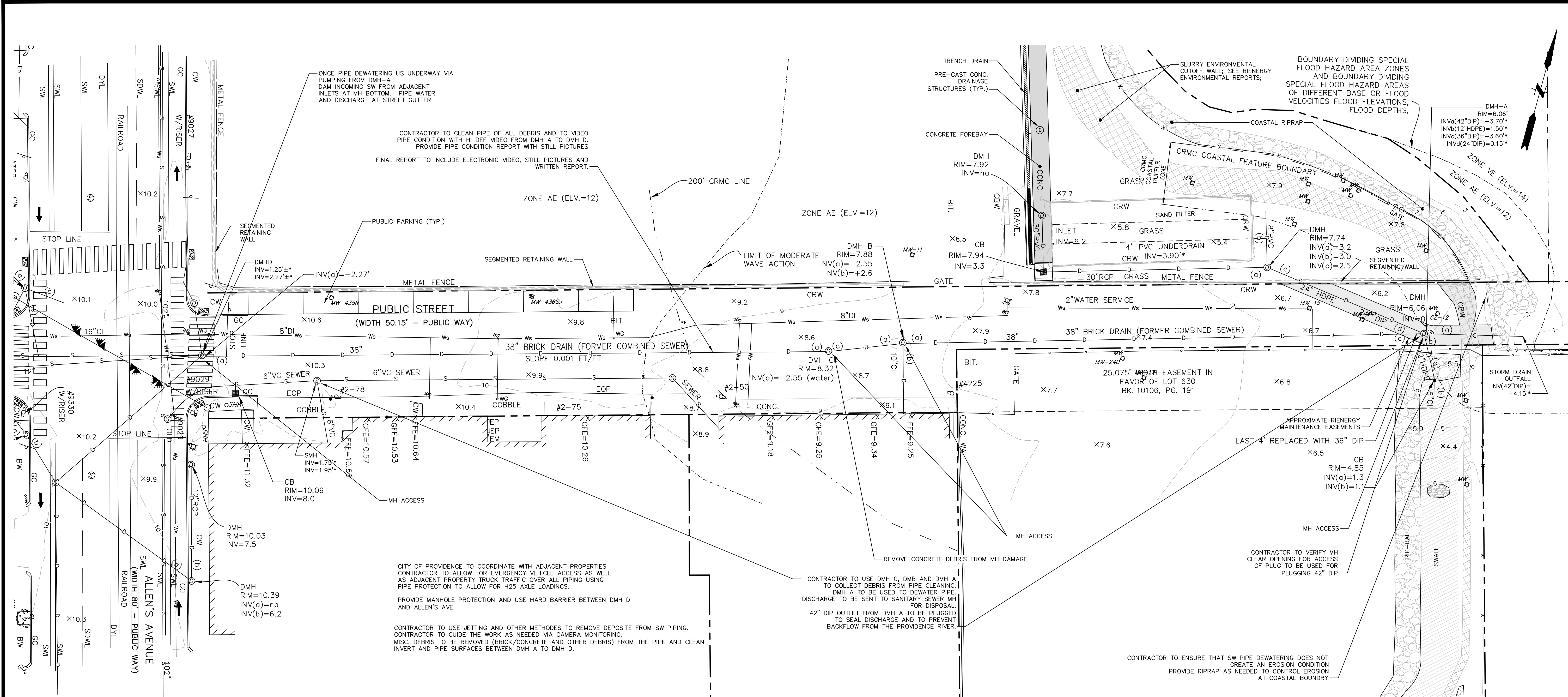
the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify 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.



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

**Exhibit A
Site Plan with Project Related Notes**



NOTE:
THIS COMPILATION PLAN HAS BEEN PREPARED FROM SOURCES OF INFORMATION AND DATA WHOSE POSITIONAL ACCURACY AND RELIABILITY HAS NOT BEEN VERIFIED. THE PROPERTY LINES DEPICTED HEREON DO NOT REPRESENT A BOUNDARY OPINION, AND OTHER INFORMATION DEPICTED IS SUBJECT TO SUCH CHANGES AS AN AUTHORITATIVE FIELD SURVEY MAY DISCLOSE.

DESIGNER		REVIEWER	
AG	AG	EEC	AG
2. 7/23/2026		DEM RESPONSE TO SRAMP COMMENTS	
1. 5/20/2026		REVISE PARKING LAYOUT	
No.	DATE	DESCRIPTION	DESIGNER

SCALE:	HORIZ.: 1" = 20'
	VERT.: -
DATUM:	-
	HORIZ.: -
	VERT.: NAVD 88
0 10' 20' 40'	
GRAPHIC SCALE	

FUSS & O'NEILL
3 DAVOL SQUARE, SUITE C200
PROVIDENCE, RI 02903
www.fandoc.com

CITY OF PROVIDENCE
EXISTING CONDITIONS
COMPILATION PLAN
PUBLIC STREET IMPROVEMENTS
PROVIDENCE
RHODE ISLAND

PROJ. No.: 20220332.A20
DATE: APRIL 17, 2026

EX-101

PERMIT SET