Revised: 7/28/2024

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

INVITATION FOR BID

Item Description: SODIUM CHLORIDE 26-27 WINTER SEASON

Procurement/MinuteTraq #: 54791

Date to be opened: 11/2026

Issuing Department: Department of Public Works

QUESTIONS

- Please direct questions related to the process, how to fill out forms, and how to submit an application(Pages 1-8) to the Purchasing Department.
    - Email: purchasing@providenceri.gov
        - 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: Valorie Capilli
    - Title: Administrative Assistant to the Director
    - Email Address: Vcapilli@providenceri.gov

Pre-submission Conference

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

Deadline for questions submissions: October 16, 2026 by 2:00 PM (EST). All questions shall be submitted in writing via email. The department will prepare an addendum with answers to all questions received by the deadline.

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 11/02/2026

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk. Room 311, City Hall. 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3rd floor of City Hall.

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

Board of Contract and Supply
Department of the City Clerk – City Hall, Room 311
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.**

- 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* (a*s 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 qualified and responsible bidderS.
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

FOR CONSTRUCTION PROJECTS

APPRENTICE REQUIREMENTS (Construction Projects Valued at $100,000 or More).

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances Chapter 21 Art. II Section 21-28.1 c(1) and (2) related to utilizing apprentices in the contract. This ordinance outlines requirements for utilizing not less than 15% of total hours worked by apprentices. The City may lower this percentage only if it determines in writing that compliance is not feasible or that it would be unduly cost prohibitive to the project. The attention of prospective bidders is also called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to apprenticeship requirements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed and agreed upon for the execution of the contract.

"FIRST SOURCE" REQUIREMENTS.

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances Chapter 21 Art. III 1/2 First Source Agreements Sec. 21-91 through 21-96. This ordinance outlines requirements for hiring Providence residents to work on this project. The City may waive this requirement only upon a determination in writing that qualified residents of Providence are not available for the project, pursuant to Sec. 21-94(e). The attention of prospective bidders is called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to the First Source Agreements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed, and agreed upon for the execution of the contract.

BID PACKAGE SPECIFICATIONS

1. Introduction

The City of Providence, through its Board of Contract and Supply, invites sealed bids for the furnishing and delivery of sodium chloride (rock salt) for ice control operations during the 2026/2027 Winter Season (November 1, 2026 – May 1, 2027). All material and services shall comply with the following specifications.

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2. Estimated Quantities

- The City used approximately **10,000 tons** of sodium chloride during the 2025/2026 season.
- The City estimates requirements for the 2026/2027 season may range between **8,000 and 12,000 tons**.
- The City makes no guarantee of specific quantities, and the contract shall cover actual quantities ordered during the term.

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3. Storage Requirements

- The awarded vendor shall provide **secure, weather-protected storage** for the City's seasonal allocation until called for delivery.
- Storage must be located within a **25-mile driving distance** of the Department of Public Works. Vendors proposing facilities within 10 miles will receive additional evaluation preference.

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4. Delivery Requirements

- Deliveries shall be made between **7:00 AM – 3:30 PM, seven (7) days per week**, upon **eight (8) hours' notification** by the City.
- During all other hours (nights, weekends, holidays), deliveries shall be made within **four (4) hours' notification**.
- Each delivery must be accompanied by **automated, computerized delivery slips** with copies for both the City inspector at the stockpile and at the delivery site.
- Deliveries will be paid based on certified weight slips. Trucks must be weighed both empty and loaded, using **certified scales** subject to City inspection.
- Loads containing excessive caking or foreign matter will be rejected at no cost to the City.

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5. Product Specifications

- Sodium chloride shall conform to **AASHTO M-143-70** standards, except as otherwise specified*.
- **Chemical composition**: Minimum 95.0% sodium chloride.
- **Gradation** (sieve size, percent passing by weight):
    - ½ inch: 100%
    - 3/8 inch: 95–100%
    - No. 4: 20–90%
    - No. 8: 10–60%
    - No. 30: 0–10%

- **Moisture content**: ≤ 3.0%. Material up to 5.0% moisture will be accepted with price adjustment; > 5.0% moisture will be rejected.
- **Anti-caking treatment**: All salt shall be uniformly treated with an anti-caking agent (YPS or approved equal) at a minimum of 20 ppm. Colored conditioner preferred.

6. Sampling, Testing & Inspection

- The City reserves the right to **sample and test** salt for chemical composition, gradation, moisture, and anti-caking treatment.
- Samples shall be drawn at the vendor's stockpile and/or upon delivery.
- The City inspector shall have free access to storage facilities for sampling and inspection.
- Loads failing to meet specification will be rejected and must be removed at vendor's expense.

7. Performance & Accountability

- The City reserves the right to obtain product from the next lowest bidder or State of Rhode Island contract if the vendor fails to deliver, with the difference in cost charged to the awarded vendor.
- **Liquidated damages** may be assessed for failure to meet delivery timelines: $500 per incident, unless waived by the City for good cause.
- Vendors must submit **monthly performance reports**, including number of deliveries, tons supplied, rejected loads, and average response time.

8. Invoicing & Payment

- Vendors shall submit invoices **within 30 days of delivery**.
- Invoices must include: delivery date, location, tons delivered, unit price, moisture adjustment (if applicable), and total cost.
- Prices shall be **firm, fixed, and not subject to escalation or fuel surcharges** during the contract term.

9. Contract Management

- The City reserves the right to terminate the contract for **cause or convenience** with written notice.
- Vendors must carry appropriate **insurance coverage** (general liability, workers compensation, vehicle liability) and furnish certificates upon award.
- A **performance bond** may be required at the discretion of the City.
- Disputes not resolved by the parties shall be subject to mediation prior to litigation.

10. Proposal Evaluation Criteria

Proposals will be evaluated on the following criteria:

1. **Price per ton delivered and picked up** (primary factor).
2. **Proximity of stockpile facility**.
3. **Delivery responsiveness** (ability to meet 4-hour and 8-hour requirements).
4. **Compliance with technical specifications**.
5. **Past performance and references**.
6. **Sustainability measures** (optional consideration, e.g., treated salt options, environmental practices).

11. Vendor Submission Checklist

Bidders must include the following with their proposal:

1. Completed **bid form** furnished by the City.
2. **Unit price per ton** (delivered and picked up).
3. Description of **stockpile location** (address, distance from Providence City Hall).
4. **Proof of storage capacity** for estimated seasonal allocation.
5. Description of **delivery capabilities**, including equipment and staffing.
6. **References** from at least two (2) municipalities or agencies supplied within the last three years.
7. Statement of compliance with **AASHTO M-143-70** specifications.
8. (Optional) **Sustainability/environmental statement** (treated products, runoff management, etc.).

12. Evaluation Scoring Matrix Template

The City will apply the following scoring system to evaluate proposals:

Evaluation Factor	Weight (%)	Scoring Scale (1–5)	Weighted Score
Price per ton (delivered/pickup)	40%	1 = highest cost, 5 = lowest cost	
Stockpile proximity	15%	1 = >25 miles, 5 = ≤10 miles	
Delivery responsiveness	15%	1 = cannot meet 4/8 hrs, 5 = consistently meets	
Technical compliance	15%	1 = significant gaps, 5 = full compliance	
Past performance & references	10%	1 = poor/no references, 5 = excellent record	
Sustainability (optional)	5%	1 = none, 5 = strong practices	
Total	**100%**		

Each proposal will be scored and the vendor with the highest total weighted score will be recommended for award.

13. Bid Form Template

All bidders must complete and submit the following bid form on company letterhead:

Vendor Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

Pricing - Unit Price per Ton (Delivered to City sites): $ _____ -

Unit Price per Ton (Picked up by City): $ _____

Stockpile Facility - Location Address: _____ -

Distance from Providence City Hall (miles): _____ -

Total Storage Capacity (tons): _____

Delivery Capability - Average Response Time (normal hours): _____ - Average Response Time (after hours): _____ - Number of Trucks Available: _____

Certifications - [ ] Compliance with AASHTO M-143-70 Specifications

- [ ] Proof of Insurance Attached
- [ ] References Attached
- [ ] Sustainability/Environmental Statement Attached (Optional)

Authorized Signature: _____

Date: _____

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14. City Options

- The City reserves the right to purchase sodium chloride under the **State of Rhode Island master price agreement** if more advantageous.
- The City reserves the right to cancel the order and seek alternative vendors for non-performance.

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15. Method of Testing

1. Chemical composition testing shall follow AASHTO M-143-70 Appendix Ai. Rapid Method of test for Sodium Chloride, except for controversy, in which case testing shall conform to paragraphs 33.047-33.054 and paragraph 33.069 of the eleventh edition of “Official Methods of Analysis of the Association of Official Analytical Chemists", or comparable atomic absorption analysis.

2. Particle size analysis shall consist of using sieves with square openings mounted on substantial frames or interlocked in a manner as to insure loss of material during sieving. Woven wire cloth shall conform to AASHTO M-143-70. Gradation analysis shall be made on over-dried material, and the sample shall Wright after drying at least 500 grams. In no case shall the fraction retained on any sieve at the completion of the sieving operation weight more than four grams per square inch of sieving surface (this is 200 grams for 8-inch diameter round sieves). If sieving is completed by hand shaking, lateral and vertical motion with occasional jarring action to keep the material moving continuously over the surfaces of the sieves for a time of not less than three (3) minutes. When mechanical shaking is provided, the time limit shall be a maximum of five minutes. The balance or scale shall be sensitive to within 0.22% of the weight of the sample to be tested.

3. Moisture content shall be determined by a method of weighing before and after over-drying at 110 degrees ± 5 degrees C (230 ± 9 degrees F) for a minimum of four (4) hours.

4. The test for anti-caking material shall be made following the attached method for the colorimetric determination of YPS-treated rock salt. For anti-caking material other than UPS, the successful bidder shall indicate the chemical nature of the material and shall furnish a laboratory procedure for determining the amount of anti-caking material to the Department of Public Works, 700 Allens Avenue, Providence, RI 02905, within 30 days of the award of the bid by the Purchasing Department.

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 <u>NOT</u> 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.

<u>All bids submitted to the City Clerk become public record</u>. 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

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.