

BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

REQUEST FOR PROPOSALS

Item Description: Fire Alarm/ Extinguisher, Sprinkler Systems and Emergency Repairs Blanket Contract FY25 One Year Contract with Three-One Year Options to Renew

Procurement/MinuteTraq #: 45055

Date to be opened: 6/3/2024

Issuing Department: Department of Public Property

QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
 - o Email: <u>purchasing@providenceri.gov</u>
 - 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 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - o 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:
 - o Name: Chevell Burgess
 - o Title: Deputy Director of Purchasing
 - o Email Address: cburgess@providenceri.gov

Pre-bid Conference

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

Deadline for questions submissions:

Questions are due Friday May 24, 2024.



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 6/3/2024

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

**<u>PLEASE NOTE</u>: 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 <u>NOT</u> 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.



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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 11-112) 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 <u>ALL</u> required signatures. Forms without all required signatures will be considered <u>incomplete</u>.
 - 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.



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

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 (<u>RIGL Sec. 37-13-1 et seq.</u>)
- 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.)



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BID TERMS

1.	Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. <u>If either of the first two checkboxes below is checked, the specified assurance</u> <u>must accompany</u> 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 <u>\$</u> 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.
	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. 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

The following entry applies only for COMMODITY BID TERMS:

strikes, lockouts, accidents, and Acts of God.

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, <u>RIGL 28-29-1</u>, 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.



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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	
<u>Island</u> , 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



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BID FORM 2: Certification of Bidder

(Non-Discrimination/Hiring)

Up	on behalf of	(Firm or Individual Bidding),		
I,		(Name of Person Making Certification),	(Name of Person Making Certification),	
bei	ng its	(Title or "Self"), hereby certify that:		
 2. 	orientation and/or religion in its business All of Bidder's employees have been hir	on the basis of race, color, national origin, gender, sexual and hiring practices. d in compliance with all applicable federal, state and local		
	laws, rules and regulations.			
I af	ffirm by signing below that I am duly auth	rized on behalf of Bidder, on		
this	sday of	20		
		Signature of Representation	– on	
		Printed Nam	— 1е	

Printed Name



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BID FORM 3: Certificate Regarding Public Records

Upon	behalf of	(Firm or Individual Bidding),
being	; its	(Title or "Self"), hereby certify an
under	estanding that:	
1.	(RFQ's), documents contained within, record upon receipt by the City Clerk's and Supply (BOCS) meeting.	nests for Proposals (RFP's) and Requests for Qualification and the details outlined on those documents become public s office and opening at the corresponding Board of Contract
2.	effort to request that sensitive/personal	suing department for this RFP/RFQ have made a conscious l information be submitted directly to the issuing ication of specific details is critical the evaluation of a
3.	1 11	on may be crucial to evaluating bids. Failure to provide ion, or an inability to appropriately evaluate bids.
4.	. If sensitive information that has not be defined supplemental information prio	een requested is enclosed or if a bidder opts to enclose the or to the issuing department's request in the bidding packet of Providence has no obligation to redact those details and
5.	 The City of Providence observes a pub the bidding packet may not be submitt 	olic and transparent bidding process. Information required in ed directly to the issuing department at the discretion of the ation, such as pricing terms, from becoming public. Bidders
I affir	rm by signing below that I am duly autho	rized on behalf of Bidder, on
this	day of	20
		Signature of Representation



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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 <u>R.I.G.L.</u> § 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. 2128.1 (e):
Read the following paragraph and answer one of	the options:
are not in writing within the 12 month period preced	is bid submission with the City of Providence, or with respect to the contracts that ling the date of notification that the contract has reached the \$100,000 threshold, endar year to (please list all persons or entities required under Sec. 2128.1 (e)).
 a. Members of the Providence City Council? • If Yes, please complete the following: Recipient(s) of the Contribution: 	Yes □ No
Contribution Date(s):	Contribution Amount(s):
 b. Candidates for election or reelection to the Prov. If Yes, please complete the following: Recipient(s) of the Contribution: 	vidence City Council? □ Yes □ No
Contribution Date(s):	Contribution Amount(s):



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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 If Yes, please complete the following: Recipient(s) of the Contribution:	of Mayor of Providence? □ Yes	□ No
	Contribution Date(s):	Contribution Amount(s):	
	Signed under the pains and penalties of perju	ry.	
	Position	_	



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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). 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 Subcontracto						
Type of RI Certification	on:	□МВЕ	□WBE		□Neither	
Address:						
Point of Contact:						
Telephone:						
Email:						
Detailed Description of Performed by Subcont to be Supplied by Sup of Work provided in the Total Contract Value (tractor or Materials plier Per the Scope he RFP		Subcontract	I	Participation	
Anticipated Date of Performance:			Value (\$):	1	Rate (%):	
I certify under penalty of perjury that the forgoing statements are true and correct.						
Prime Contractor/Vendor Signature Title Date						
rime Contractor/vendor Signature				11118		Date
Subcontractor/Supplier Signature Title De			Date			

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



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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):		
		WBE companies you contacted, the	e name of the primary individual w
MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?
vaiver of % MBE/WBE	(20% minus the value of I	Box F on the Subcontractor Disclo	f the total bid value. I am requestin sure Form). If an opportunity is ffort will be made to select MBE/V
ignature of Prime Contractor / r Duly Authorized Representativ		1 Name	Date Signed
		1 Name of City of Providence WBE Outreach Director	Date Signed



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID PACKAGE SPECIFICATIONS

Overview

Through this Request for Proposal ("RFP"), the City of Providence seeks proposals from qualified vendors to provide fire alarm/ extinguisher, sprinkler systems and emergency repairs services for various municipal locations across the city.

Term of Engagement

This contract will be awarded for a period of one (1) year (effective from July 1, 2024, through June 30, 202) with an additional three (3) – one (1)-year option terms (TBD effective from July 1, 2025, to June 30, 2026, July 1, 2026, to June 30, 2027 & July 1, 2027, to June 30, 2028). The decision to renew the contract will be at the sole discretion of the City of Providence. The contract resulting from this solicitation shall be structured as a fixed-fee contract and all prices quoted must remain firm for this period.

Scope of Work

Provide all the on-call labor, materials, equipment, transportation, and supervision necessary for the satisfactory servicing, repairing, and maintenance of Fire Alarm Sprinkler Systems, related equipment and emergency repairs, in accordance with NFPA state and / local codes and standards, at City Hall and other City buildings, as listed in these specifications.

The contractor shall be responsible for complying with all State and Federal inspections, fire codes and standards relating to fire detection systems.

The Contractor must be licensed with the State of Rhode Island Department of Labor Division of Professional Regulations in accordance with the most recently adopted state of RI fir prevention regulations.

Interested vendors must provide three (3) professional references, preferably from other cities and towns, or businesses in Rhode Island.

Bidders cannot require a minimum number of hours for service calls.

The Contractor is responsible for meeting all codes and regulations for work performed in the city having jurisdiction.



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The Contractor shall furnish all labor, materials and equipment, and perform a; work required in strict accordance with the scope of work specified.

The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such an increase in writing.

The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified.

Fire Alarm Sprinkler Systems and Related Equipment:

(These specifications include, but are not limited to, the following types of equipment in each facility, where applicable.)

Gauges (dry, reaction, and deluge systems)

Control valves.

Waterflow alarm devices

Valve supervisory alarm devices

Supervisory signal devices (except valve supervisory switches

Gauges (wet pipe systems)

Hydraulic nameplate

Buildings

Hanger/seismic bracing

Pipe and fittings.

Sprinklers (all types)

Spare sprinklers

Information sign

Fire Department connections

Valves (all types)

Portable fire extinguishers

General Repairs/Replacements:

Repair/Replace/Install sprinkler system gauges (dry, reaction, and deluge systems)

Repair/Replace/Install waterflow alarm devices

Repair/Replace/Install vane and pressure switch type devices



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Repair/Replace/Install valves supervisory alarm devices

Repair/Replace/Install supervisory signal devices (except valve supervisory switches

Repair/Replace/Install main drain

Repair/Replace/Install antifreeze solution

Repair/Replace/Install gauges

Repair/Replace/Install sprinklers – extra high temperature

Repair/Replace/Install sprinklers – fast response

Repair/Replace/Install sprinklers - standard

Repair/Replace/Install sprinklers - dry

Preventative Maintenance

This work is to be done at select locations throughout the City in accordance with a schedule and type of work to be determined by the Department of Public Property in consultation with the selected Contractor. The general order of work shall be determined by the condition of the various items of equipment, usage patterns of the City buildings for purposes of access to the items and seasonal considerations. It is anticipated that some of this work can be accomplished as "fill-in" work scheduled around other repair and servicing operations.

Services To Be Rendered

<u>Fire Alarm System</u> - Quarterly & Semi-Annual Inspection: Each Inspection shall include tests of circuitry for continuity, adequate installation of components for proper functioning condition in compliance with State of RI Uniform Fire code.

<u>Automatic Sprinkler System</u>- Quarterly Inspection: Inspect the fire sprinkler system four (4) times during each agreement year to comply with the State of RI Uniform Fire code.

<u>Fire Pump System</u>- Annual Inspection Testing: Perform the required annual fire pump inspection/ testing to comply with the State of RI Uniform Fire code.

<u>Kitchen Hood System</u>- Semi Annual Inspection: Inspect the kitchen hood system for designated facilities two (2) times during each agreement year.

<u>Fire Extinguisher Annual Inspection Service</u>: Perform annual inspection of fire extinguishers at designated City Facilities.

FM200 System Inspections: Perform annual inspection of one FM 200 system at designated City locations.



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<u>Scheduled Inspection and Testing</u>: Inspections will be scheduled during normal business hours. Inspections and testing shall be scheduled within a minimum of ten (10) days' notice to assure a coordination effort with various facilities. Equipment found to be operating improperly will be documented and brought to the attention of the Public Property acting agent of the facility.

Inspections should be submitted in such form as the State of RI Fire Marshall shall prescribe.

<u>Inspections and Maintenance Tag</u>: An inspection and maintenance tag shall be affixed to the face of the system's main control after each completed inspection or test. The inspection and maintenance tag shall indicate the following:

• The Inspector tag, provided by the Fire Marshall's standard inspection form shall be filled out and affixed to the control panel as noted on the Inspection form.

Normal / Emergency REPAIRS:

If the facility requests the contactor to make minor repairs, the cost of unscheduled service at other than normal working hours shall be the responsibility of THE CITY OF PROVIDENCE; however, the contractor shall supply a rate structure for the cost as part of this bid.

Response Time

The Contractor shall provide 24- hour answering service and assure a response time not to exceed two (2) hours.

Emergency calls shall be responded within one (1) hour time period and to be accommodated at the same rate as non-emergency calls and dispatched within two hours.

Invoicing

- If awarded, the successful contractor is expected to provide invoices with detailed listings of the work performed and dates completed.
- All invoices must be submitted within thirty (30) days of service completion with the agreement of Net 30 terms.

Proposed Schedule

The timeline for the selection process is presented below. A pre-bid conference is not scheduled for this item. Complete responses must be received by Monday June 3, 2024, at 2:15 pm and sent to the City Clerk (25



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Dorrance Street Providence, RI 02903 Room 311). No faxed or electronic submissions will be accepted. Upon awarding of the bid, the City would plan to commence work starting July 1, 2024. Any changes will be posted via an addendum to the City of Providence Purchasing Department official website:

https://www.providenceri.gov/purchasing/openrfpsummary/ Respondents are responsible for checking the

https://www.providenceri.gov/purchasing/openrfpsummary/. Respondents are responsible for checking the website for any scheduled changes.

<u>Events</u>	<u>Date</u>
Request for Proposals Issued	Monday May 6, 2024
Deadline to submit bid questions (via email to subject matter experts)	Friday May 24, 2024
Final response to questions (via public addendum)	Tuesday May 28, 2024
Bids Due	Monday June 3, 2024

Insurance Requirements

The Original Certification of Insurance must be mailed to:

The City of Providence Purchasing Department 25 Dorrance Street, Room 408 Providence, RI 02903 Attention: Chevell Burgess

Certifications must be filled out listing all insurance companies, coverages and limits. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this contract. The insured must be the same name as the name listed on the submitted bid proposal. Insurance Certificates should state the title of the project or RFP listed.

<u>Workers Compensation</u>: In statutory amounts, covering all employees of the contractor. Employer's liability coverage with limits of no less than \$500,00.00/ each accident or illness shall be included.

<u>Commercial General Liability</u>: Products/completed operation, independent contractors, and contractual liability coverages are to be included. No exclusions for rigging, hoisting, explosions, collapse and/or underground work. Completed operations coverage must remain in effect for a period of no less than two (2) years after the



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completion of all work. "The City of Providence, its officers and agents are to be named as additionally insured".

- Personal Injury \$1,000,000.00 each occurrence / \$2,000,000.00 aggregate.
- Property Damage \$1,000,000.00 each occurrence / \$2,000,000.00 aggregate.

<u>Vehicle Liability</u>: When any motor vehicles are in use in connection with the work to be performed, the Contractor shall maintain Vehicle Liability Insurance with limits no less than:

- Personal Injury \$1,000,000.00 per occurrence & combined single limit.
- Property Damage \$1,000,000.00 per occurrence & combined single limit.

<u>Builder's Risk Policy</u>: When a free-standing unit is to be constructed or any addition to any city facility made in connection with the work specified, the Contractor must provide Builder's Risk Insurance or an Installation Floater covering all risks with limits equal to the awarded contract.

<u>Professional Liability Insurance:</u> When any architects, engineers, or consulting firms perform work in connection with any contract, the Contractor shall maintain Professional Liability Insurance with limits no less than:

- \$2,000,000.00 per occurrence.
- \$2,000,000.00 aggregate.

City Locations (subject to additions)

25 Dorrance St - City Hall
325 Washington St - Public Safety Complex
349 W. Fountain St - Public Safety Garage
382 Dexter St - Repair Garage
215 W. Exchange St - Communications Bldg.
200 Terminal Rd - Animal Control
700 Allens Ave - DPW Admin Bldg.
20, 30, 40, 60 Ernest St- DPW Garage's
10 Branch Ave - Fire Station
151 N. Main St - Fire Station
201 Messer St - Fire Station
136 Mt. Pleasant Ave - Fire Station



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i i
847 Broad ST - Fire Station
223 Brook ST - Fire Station
155 Humbolt Ave - Fire Station
274 Reservoir Ave - Fire Station
280 Rochambeau Ave - Fire Station
426 Admiral ST - Fire Station
489 Hartford Ave - Fire Station
630 Atwells Ave - Fire Station
776 AllensS Ave - Fire Station
552 Academy Ave - Police Academy
11 West St - Main Rec Office
674 Prairie Ave - Rollins Rec.
227 Dudley St - Davey Lopes Rec.
438 Hope St - Vincent Brown Rec.
60 Camden St - Rogers Rec.
17 Hyat St - Joslin Rec.
18 Gesler St - Zuccolo Rec.
50 Obediah Brown Rd - Batastini Rec.
675 Plainfield St - Igliozzi Rec.
109 Bucklin St - West End Rec.
159 Sackett St - Sackett Rec.
195 Nelson St - Kennedy Rec.



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Attachment A: References

Please list at least three (3) customers with whom you have contracted to provide similar services. Preferably, references should be municipalities which are of approximate size as the City of Providence, and a website address should be included if available.

Reference #1				
Company Name:				
Contact Person:				
Contract Dates:	To			
Website Address:				
Reference #2				
Company Name:				
Contact Person:	_Telephone #:			
Contract Dates:	To			
Website Address:				
Reference #3				
Company Name:				
Contact Person:	_Telephone #:			
Contract Dates:	To			
Website Address:				

Vendor's number of years in this type of business:



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Attachment B: Service Team: Members Form

Firm Name:
Point of Contact:
Address:
Telephone:
Email:
Supervisor Point of Contact:
Telephone:
Email:
Dispatch Scheduling Point of Contact:
Telephone:
Email:
Emergencies Point of Contact:
Telephone:
Email:
Invoice Questions Point of Contact:
Telephone:
Email:



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Attachment C: Cost Proposal

Please provide rates as they apply to the following in this format:

Hourly rates

Description	Technician	Sprinkler Fitter
Strait Time (7:30am – 5:30 pm)		
Over Time (5:30pm – 7:30am)		
Premium Times (Saturdays & Evenings)		
Sundays		
Holidays		

Prices to replace Fire Extinguishers

Description (New Extinguishers)	Per Unit Cost
2.5 lb. ABC	
5 lb. ABC	
10 lb. ABC	
5 lb. Halotron-1	
11 lb. Halotron-1	



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Agent Pricing

Description	Per lb Cost
Dry Chemical	
Halon	
Halotron	
Vendor Name:	Tel No:
Address:	
City - State:	



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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 SUPPLYCITY 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

Revised: 4/29/2023



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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.