



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

REQUEST FOR PROPOSALS

Item Description: Laboratory Analytical Testing and Materials Testing Services 3 Year

Contract (Exp. 12/31/27) with Two One Year Options

Procurement/MinuteTraq #: 45470

Date to be opened: 7/1/2024

Issuing Department: Providence Water Supply Board

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.
 - 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 9-13) 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: Peter DiLorenzo
 - Title: Division Manager - Engineering
 - Email Address: peterd@provwater.com

Pre-bid Conference

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

Deadline for questions submissions:

Monday, June 17, 2024



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

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 7/1/2024

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**

****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.



**BOARD OF CONTRACT AND SUPPLY
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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 ALL required signatures. Forms without all required signatures will be considered incomplete.**

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

*****Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.**



**BOARD OF CONTRACT AND SUPPLY
CITY 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 ([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.)



**BOARD OF CONTRACT AND SUPPLY
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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. 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.



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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 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



BOARD OF CONTRACT AND SUPPLY
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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



**BOARD OF CONTRACT AND SUPPLY
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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



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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 [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):



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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 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



**BOARD OF CONTRACT AND SUPPLY
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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).	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Neither MBE nor WBE	
<p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> 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:	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Neither	
Address:				
Point of Contact:				
Telephone:				
Email:				
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP				
Total Contract Value (\$):		Subcontract Value (\$):		Participation Rate (%):
Anticipated Date of Performance:				
I certify under penalty of perjury that the forgoing statements are true and correct.				
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.**



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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): _____

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



**BOARD OF CONTRACT AND SUPPLY
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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 **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.



REQUEST FOR PROPOSALS

For: Laboratory Analytical Testing and Materials Testing
Services for the Providence Water Supply Board
Blanket Contract

Questions Due Date: Monday, June 17th, 2024

Proposal Due Date/Time: **Monday, July 1st, 2024**
2:15 PM

Delivery Address: Department of the City Clerk
Room 311
City Hall
10 Dorrance Street
Providence, Rhode Island 02903

Project Contact:

Peter DiLorenzo
Division Manager
401-521-6300 Ext. 7230
peterd@provwater.com

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REQUEST FOR PROPOSALS
TO PROVIDE
LABORATORY ANALYTICAL TESTING AND
MATERIALS TESTING SERVICES
FOR THE
PROVIDENCE WATER SUPPLY BOARD

REQUEST FOR PROPOSALS

Proposals are hereby solicited by the Providence Water Supply Board, hereinafter referred to as Providence Water, acting through the City of Providence, Board of Contract and Supply, to provide water, soil, and sediment Laboratory Analysis and bulk Materials Testing under a blanket contract.

No proposal may be withdrawn for ninety (90) calendar days after the opening of proposals.

The Owner reserves the right to waive any informality in or to reject all Bids if deemed in its best interest.

PURPOSE

Providence Water is engaged in an ongoing Capital Improvements Program (CIP). To assist in the successful execution of various capital improvement projects, Providence Water is soliciting proposals for Laboratory Analysis Fees for drinking water, surface water, soil, and sediment samples on an as-needed basis. The proposal also includes Materials Testing Requirements related to excavation activities. The request intends to enable Providence Water to have a readily available glassware supply for multiple grab and composite sample collection(s) every week, as well as firms specializing in onsite

testing related to material re-use and potential contamination to expedite the completion of the Residuals and Backwash Process Upgrades Project.

Providence Water requests supplies and field services for a range of testing related to operation of the treatment, transportation, storage, and distribution of potable water. Firms must be able to provide the following service(s) as a minimum to Providence Water:

1. **Water Testing** – Samples may be analyzed for the following parameters: Total Suspended Solids (TSS), Turbidity, Total and Dissolved Iron (Fe), Total Organic Carbon (TOC), Dissolved Organic Carbon (DOC), UV-254, and Per- and polyfluoroalkyl substances (PFAS). Other analyses may be requested at any time under the blanket contract.
2. **Soil/Sediment Testing** – Samples may be analyzed for the following parameters: Percent Solids, Sieve Analysis (fines and gravels - #4 to #200 sieve), Resource Conservation and Recovery Act (RCRA) 8 Metals, polychlorinated biphenyls (PCBs), polynuclear aromatic hydrocarbons (PAHs), total petroleum hydrocarbons (TPHs), extractable petroleum hydrocarbons (EPHs), volatile organic compounds (VOCs), Total Organic Carbon (TOC), and Per- and polyfluoroalkyl substances (PFAS). Other analyses may be requested at any time under the blanket contract.
3. **Materials Testing: Compaction**—Firms will provide rates for testing percent compaction using the nuclear testing method (AASHTO T 310) or an approved equal. A day rate shall be provided to ensure adequate compaction around structures and process piping during construction activities.
4. **Materials Testing: Modified Proctor**—Firms will provide rates for evaluating the maximum dry density of onsite soils proposed for reuse. The Modified Proctor Test will be conducted in accordance with ASTM D1557 or an approved equal. A day rate shall be provided to ensure adequate compaction around structures and piping during construction activities.
5. **Materials Testing: XRF Screening**—XRF Screening is a nondestructive analytical technique used to determine the elemental composition of materials. XRF Analyzers determine the chemistry of a sample by measuring the fluorescent (or secondary) X-ray emitted from a sample when it is excited by a primary X-ray source. Firms will provide day rates for performing XRF Screening in a potentially contaminated environment, particularly for lead and arsenic delineation within soils.
6. **Materials Testing: Concrete Cylinder Testing**—Firms will provide rates for testing concrete cylinders in accordance with ASTM method C39, C1231, or approved equal. Concrete test cylinders will be created onsite and cured in accordance with ASTM method C-31.

Appropriate glassware, coolers, and COC documentation shall be provided to Providence Water monthly or as required by Project Conditions.

REQUIREMENTS

Providence Water intends to utilize the Laboratory Analytical and Materials Testing Contract to provide Providence Water with technical data for various capital improvement projects.

All laboratory analytical testing shall be performed by a State-Certified Analytical Laboratory with the Rhode Island Department of Health or other state certification as applicable. The Proposer(s) shall provide Providence Water with a record of this certification for review. The Proposer(s) shall also provide all laboratory analytical methods specific to the constituents provided in the previous section. The Proposer(s) may provide a complete list of testing services performed by the laboratory with the corresponding analytical methods.

The State-Certified Analytical Laboratory must provide written documentation of its proposed standard turnaround time and expedited turnaround time and a written guarantee that these turnaround times can be adhered to for the duration of the Blanket Contract. Failure of a State-Certified Analytical Laboratory to meet expedited turnaround times will be grounds for Providence Water to reject upcharges for expedited turnaround times. The approved standard turnaround time will have no additional surcharge costs associated with the Work performed under the Blanket Contract.

Materials Testing shall be performed by a trained and certified Specialist. All equipment shall be calibrated properly before initiating any testing activities. Additional field and support personnel must be available to support the qualified and approved Specialist on field studies and analysis.

The Proposer(s) shall provide a list of key staff available for this contract and the hourly rate for each position they list.

If a firm is given an assignment that requires the services of a position on its staff that cannot be covered by the positions it provides, the firm must notify Providence Water. If Providence Water agrees, the firm shall submit a proposed fee for the needed position to Providence Water for its review and approval or to negotiate a mutually acceptable price.

The successful Proposer(s) will be required to provide Providence Water with estimates, at no charge, for their total anticipated fees for complete projects prior to the project's assignment, except for emergency services, which shall be billed based on hourly fees per this Contract. Estimates shall include all anticipated hours for each listed position, all subcontractor costs (if applicable), and all anticipated direct costs. There shall be no assumed contingencies included with the fees expected.

If the Proposer believes that the assigned scope has changed, it shall immediately notify Providence Water in writing before performing any additional work. No further compensation will be made by Providence Water for changes in scope unless advance written acceptance of the change in scope has been received from Providence Water by the Proposer. Hourly rates for invoicing these projects will be those quoted by the Proposer on the "Bidder's Blank Attachment." A yearly escalator shall be applied on the contract anniversary date; firms must provide the annual escalator rate on the attached Bidder's Blank.

By submission of a proposal, it is understood that the Proposer agrees that any outside services that it might need to secure for the performance of any assigned work beyond the requirements of this RFP will be provided by the successful Proposer and invoiced at their actual cost to the Proposer. Costs for such services must be included in the cost estimates provided for assigned project fee estimates.

NOTE: The term of this proposal and contract to successful Proposers shall be from the time of award and contract execution to December 31st, 2027, and all proposals shall consider that time frame.

This is a three (3) year Blanket Contract with an option of awarding two (2) additional years.

Providence Water reserves the right to cancel this contract at any time with 30 days' written notice.

SELECTION OF PROPOSAL

Providence Water and the City of Providence reserve the right to accept or reject any and/or all proposal(s) and to negotiate with Proposers after the proposals are submitted. Providence Water and the City of Providence will act in what they consider to be in their best interests. The successful Proposer will be the one who, in Providence Water's opinion, best meets the evaluation criteria set forth later in this Request for Proposals.

SUBMISSION REQUIREMENTS

1. All questions concerning proposal submissions shall be directed to Mr. Peter DiLorenzo at (401) 521-6300 ext. 7230 or via email at peterd@provwater.com.

Pricing:

1. The Proposer must provide its prices on and in the format of the enclosed Bidder's Blank and Bidder's Blank Attachment sheet and include them with its proposal submission.

2. Fixed daily rates for professional and support level positions shall be listed on the Bidder's Blank Attachment. Each daily rate shall be provided as a fixed singular figure; ranges will not be accepted. The positions listed shall cover all disciplines required. Verification that the Proposer and personnel are qualified and can provide all the disciplines necessary for the category/categories being proposed shall be provided.
3. Daily rates for the listed positions shall be inclusive of any title deviations of the Proposer and shall be invoiced based on the actual work performed on the project by the listed positions defined previously; payment will be made only for the titles, and proposed rates provided on the Bidder's Blank Attachment. When requested by Providence Water, the successful Proposer shall provide its staff allocation/assignments for a given assignment to Providence Water for approval before commencing work; Providence Water shall have the right to approve or reject such assignments as deemed in its best interests. The rates shall also cover any overhead and incidental costs and labor.
4. A detailed schedule of fees for direct costs, such as copying, printing, photographs, etc., shall be provided; however, there will be no reimbursement allowed for travel mileage or meals of any kind. Therefore, such costs should not be included in this schedule of fees, and their inclusion will not be accepted. Successful Proposer(s) will be required to provide all documentation requested by Providence Water to invoice direct costs. Only costs noted explicitly in the Proposer's schedule of fees will be reimbursed unless prior written approval is received from Providence Water. Direct costs performed by vendors for the successful Proposer will be refunded at the actual cost invoiced to the successful Proposer; no markup will be allowed on such services.
5. The Proposer must provide a per-sample cost based upon the constituents provided in the Purpose section of this RFP. This cost will be utilized in the evaluation of bids.
6. The Proposer is required to provide a ten percent (10%) markdown on typical rates for performing sampling within the State of Rhode Island. It is anticipated that fifty (50) water samples (drinking water and/or surface water) and ten (10) solids samples (soil or sediment) will be collected every month.

PROPOSAL REQUIREMENTS

General:

1. In the case of joint ventures or partnerships of firms, the "Prime" Proposer must meet the criteria established in the QUALIFICATIONS OF PROPOSERS and this Section.

2. Registration to do business in Rhode Island in accordance with RI General Laws (as amended) Sections 7-1.1-99, 7-1.1-105, 7-1.1-106. (Applies to out-of-state corporations.)
3. The chosen firm(s) will be under contract with the City of Providence, Providence Water Supply Board.
4. Providence Water, through the Board of Contract and Supply, reserves the right to make an award or to reject any and all offers based upon what it considers to be in its best interest.
5. Detailed statement of Qualifications, including listings of projects completed in the last five (5) years, areas of expertise relative to field testing services, and resumes of principals and professionals who will be utilized to provide the required services.
6. Name of the person who will be administering the Contract and coordinating potential work with Providence Water's Project Administrator.
7. Background Criminal Investigation Check (BCI): Providence Water reserves the right to request the successful Proposer, at their own expense, to have their employees screened and cleared by a background criminal investigation prior to working on any of the facilities owned and operated by Providence Water.

QUALIFICATIONS OF PROPOSERS

Provide a brief description of responsibilities and summary resumes of critical professional personnel, emphasizing experience directly relating to duties on this project as well as any specialty certification or licenses (i.e., Professional Engineering, including the state where registered, etc.) that demonstrate special qualifications related to this project.

Provide the following as a minimum:

List of previous projects, their value, and a contact (Name and Number)

Include appendices as needed.

EVALUATION CRITERIA

Providence Water may award a single individual firm or multiple firms as is deemed in its best interests. The evaluation and award method utilized by Providence Water is as follows:

Evaluation Criteria	Distribution
1. Staff & Firm's Prior Significant Experience and Performance	20%
2. Experience & Qualifications of Key Personnel	20%
3. Total Proposal Cost Versus Value	50%
4. Quality and Completeness of Proposal	10%

Providence Water retains the exclusive right to determine the qualifications and capabilities of any firm in providing needed services to Providence Water and to award in consideration of the best interest of Providence Water and the City of Providence. Additionally, the Proposer shall provide proposed rates for their listed personnel positions.

PAYMENT

1. Payment requests shall not be made more frequently than monthly.
2. All payment requests must be submitted to Providence Water's Project Administrator, Mr. Peter DiLorenzo.
3. Each payment request shall have the positions broken down with the number of hours expended for each position clearly listed. The personnel utilized for each position shall also be included with each payment request.
4. Copies of all invoices for outside services utilized during the billing period must be included with each payment request, as necessary.
5. Copies of receipts of all billable direct costs (as provided in the successful Proposer's schedule of fees) must be included with each payment request.
6. The successful Proposer shall provide any other documentation required by Providence Water to process the payment request.



REQUEST FOR PROPOSALS
TO PROVIDE
LABORATORY ANALYTICAL TESTING AND
MATERIALS TESTING SERVICES
FOR THE
PROVIDENCE WATER SUPPLY BOARD

BID FORM – LABORATORY ANALYTICAL TESTING

1. WATER SAMPLE (\$/ANALYSIS)

TOTAL SUSPENDED SOLIDS (TSS) _____
TURBIDITY _____
TOTAL IRON (FE) _____
DISSOLVED IRON (FE) _____
TOTAL ORGANIC CARBON (TOC) _____
DISSOLVED ORGANIC CARBON (DOC) _____
UV-254 _____
PER- AND POLY-FLUOROALKYL SUBSTANCES (PFAS) _____

2. SOIL/SEDIMENT SAMPLE (\$/ANALYSIS)

PERCENT SOLIDS _____
SIEVE ANALYSIS (#4 TO #200 SIEVE) _____
RCRA 8 METALS _____
POLYCHLORINATED BIPHENYLS (PCBs) _____
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHs) _____
TOTAL PETROLEUM HYDROCARBONS (TPHs) _____
EXTRACTABLE PETROLEUM HYDROCARBONS (EPHs) _____
VOLATILE ORGANIC COMPOUNDS (VOCs) _____
TOTAL ORGANIC CARBON (TOC) _____
PER- AND POLY-FLUOROALKYL SUBSTANCES (PFAS) _____

3. ALTERNATE TURNAROUND TIME (IF REQUIRED)

(BID FORM IS CONTINUED ON THE NEXT PAGE)



REQUEST FOR PROPOSALS
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LABORATORY ANALYTICAL TESTING AND
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PROVIDENCE WATER SUPPLY BOARD

4. ANNUAL ESCALATOR TO RATES (%)

5. DISPOSAL/PROCESSING COST (\$/SAMPLE)

Notes:

1. Please indicate the cost per sample relative to the analyte of concern on each line for Items 1 and 2 above. If the Proposer wishes to provide additional cost information for analytes not included in the Bid Form, please attach those analytes to this Bid Form.
2. Sample rates are for the first contract year. The annual escalator % shall be applied to the rates upon the completion of the first contract year until such time as the contract ends.
3. The Proposer is required to provide a ten percent (10%) markdown on typical rates for performing sampling within the State of Rhode Island.



REQUEST FOR PROPOSALS
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BID FORM – MATERIALS TESTING

1. COMPACTION TESTING:

POSITION _____

DAILY RATE (\$) _____

POSITION _____

DAILY RATE (\$) _____

2. MODIFIED PROCTOR TESTING:

POSITION _____

DAILY RATE (\$) _____

POSITION _____

DAILY RATE (\$) _____

3. XRF SCREENING:

POSITION _____

DAILY RATE (\$) _____

POSITION _____

DAILY RATE (\$) _____

4. CONCRETE CYLINDER TESTING:

POSITION _____

DAILY RATE (\$) _____

POSITION _____

DAILY RATE (\$) _____

(BID FORM IS CONTINUED ON THE NEXT PAGE)



REQUEST FOR PROPOSALS
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PROVIDENCE WATER SUPPLY BOARD

5. ANNUAL ESCALATOR TO RATES (%)

6. MARKUP ON MATERIALS AND EQUIPMENT (%)

Notes:

1. If there are additional positions that your firm would like to include, please attach those positions with their hourly rates to this bid form.
2. Hourly rates are for the first contract year. The annual escalator % shall be applied to the rates upon the completion of the first contract year until such time as the contract ends.
3. Markup on materials and equipment shall be applied to the actual invoiced materials and equipment.
4. Overtime pay will not be reimbursed by PW without prior authorization.

ATTACHMENT A
INSURANCE REQUIREMENTS

Certificate of Insurance

1. The Original Certificate of Insurance must be mailed to:

Providence Water

125 Dupont Drive
 Providence, RI 02907
 Attention: Elizabeth Paquin

2. Certificate must be completely filled out listing all Insurance Companies, Coverage's. and Limits. Providence Water (PW) require the following Certificate must be completely filled out listing all Insurance Companies, Coverage's. and Limits. Providence Water (PW) require the following insurances requirements.

Required	Coverage
x	Worker's Compensation and Occupational Insurance: In statutory amounts, Covering all employees of the contractor. Employer's liability coverage with limits of not less than \$500,000.00/ each accident or illness shall be included.
x	Commercial General Liability Insurance: Commercial Liability Insurance with limits of not less than \$1,000,000.000 per occurrence, for bodily injury and/or property damage liability \$2,000,000.000 in the aggregate. Products/completed operation, independent contractors, and contractual liability coverages are to be included. No exclusions for rigging, hoisting, explosions, collapse and/or underground. Completed operations coverage must remain in effect for a period of not less than 2 years after the completion of all work. "The City of Providence, Providence Water, its officers and agents are to name as an additional insured."
x	Automobile Liability Insurance: When any motor vehicles are used in connection with the work to be performed the Contractor shall maintain Automobile Liability Insurance with limits of not less \$1,000,000.00 per occurrence, combined single limit, for bodily injury and property damage. "The City of Providence, Providence Water are to be named as additionally insured."
	Builder's Risk Policy: When a free standing unit is to be constructed or any addition to our facilities 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 award of the contract.
	Professional Liability Insurance: When any architects, engineers, or consulting firms perform work in connection with any contract, the contractor shall maintain Professional Liability Insurance with limits not less than \$2,000,000.00 per occurrence and aggregate.

3. The insured name must be the same name as the name on the bid submitted.
4. Insurance Certificates should state the Title of Project to be performed.

5. Certificate must read “The City of Providence, Providence Water, its Officers and Agents are named as additional insured.”
6. Certificate Holder provision of the certificate must list “The City of Providence and Providence Water.”
7. Cancellation and/or reduction in coverage must provide 30 days' notice.
8. The successful bidder must produce a satisfactory Certificate of Insurance within 10 days after award. No work will begin or contract signed unless all these requirements are met. Failure to do so may result in the cancellation of the award and award to another bidder.
9. The insurances specified shall be carried until all work required to be performed under the terms of the CONTRACTOR's services are satisfactorily completed and for a period of at least two years after the date when final payment becomes due. Failure to carry or keep such insurance in force shall constitute a violation of the contract, and the Providence Water \ maintains the right to stop work and/or withhold payment until proper evidence is provided.
10. The insurance shall provide for 30 days' prior written notice to be given to the Providence Water in the event coverage is substantially changed, canceled, or not renewed.
11. In no case shall the coverage limits stated for Commercial General Liability, Automobile Liability, or Professional Liability insurance stated above be less than the total contract amount. If the total contract amount exceeds any stated limit, the limit shall be adjusted to the satisfaction of the OWNER to the next highest \$1,000,000.00 exceeding the total contract amount.
12. Providence Water maintains the right to modify, delete, alter or change these requirements.
13. The successful bidder understands and agrees that any insurance protection furnished by the CONTRACTOR hereunder shall in no way limit its responsibility to indemnify and save harmless Providence Water.
14. For additional Information contact Elizabeth Paquin at (401)521-6300 ext. 7227



**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



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

- 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.