

# **REQUEST FOR PROPOSALS**

Item Description: Electrical Repair Services Blanket Contract FY25 Two Year Contract with Three One-Year Options To Renew

Procurement/MinuteTraq #: 45052

**Date to be opened:** 7/29/2024

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.
  - 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
  - Email: <u>gdiaz@providenceri.gov</u>
    - 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: Anthony Alves
     Title: Manager of Facilities
     Email Address: aalves@providenceri.gov
     Name: Chevell Burgess
     Title: Deputy Director of Purchasing
     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 Monday July 22, 2024, by 12PM.



## **INSTRUCTIONS FOR SUBMISSION**

## Meeting Date: 7/29/2024

Bids may be submitted up to 2:15 P.M. on the above meeting date at the <u>Department of the City Clerk. Room</u> 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 3<sup>rd</sup> 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.

<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. The City has made a conscious effort to avoid the posting of sensitive information on the City's Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



## **BID PACKAGE CHECKLIST**

Digital forms are available in the City of Providence Purchasing Department Office or online at <a href="http://www.providenceri.gov/purchasing/how-to-submit-a-bid/">http://www.providenceri.gov/purchasing/how-to-submit-a-bid/</a>

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1<sup>st</sup> page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> 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: <u>https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/</u>

# \*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.



## **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 <u>Open Meetings Portal</u>.
- 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.)



## **BID TERMS**

- 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 a bid, or the bid will not be considered by the Board of Contract and Supply</u>. 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)  $\square$  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, <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.



#### **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



## **BID FORM 2: Certification of Bidder**

(Non-Discrimination/Hiring)

Upon behalf of	(Firm or Individual Bidding),
I,	<u>(</u> Name of Person Making Certification),
being its	(Title or "Self"), hereby certify that:

- 1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
- 2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this\_\_\_\_\_day of\_\_\_\_\_20\_\_\_.

Signature of Representation

Printed Name



## **BID FORM 3: Certificate Regarding Public Records**

Upon behalf of	(Firm or Individual Bidding),
Ι,	(Name of Person Making Certification),
being its	(Title or "Self"), hereby certify an

understanding that:

- 1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
- 2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
- 3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
- 4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
- 5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this\_\_\_\_\_day of\_\_\_\_\_20\_\_\_.

Signature of Representation

Printed Name



## **BID FORM 4: Affidavit of City Vendor**

Per our Code of Ordinances <u>Sec. 21.-28.1 (e)</u>, 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. § 36-14-2</u>, "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:

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 <u>Sec. 21.-28.1 (e)</u>).

a. Members of the Providence City Council?  $\Box$  Yes  $\Box$  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?  $\Box$  Yes  $\Box$  No

 If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):
 Contribution Amount(s):



- c. The Mayor of Providence?  $\Box$  Yes  $\Box$  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?  $\Box$  Yes  $\Box$  No
  - If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position



## **MBE/WBE Participation Plan**

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

Bidder's Name:						
Bidder's Address:						
Point of Contact:						
Telephone:						
Email:						
Procurement #:						
Project Name:						
including a description Please note that all ME time of bid. The MBE/ instructions and requir • Nonprofit or • Construction	ns of Minority and/o rprise certification w ? (Check all that app to capture commitme a of the work to be pe BE/WBE subcontract /WBE Directory can ements). <b>ganizations are not</b>	r Woman ith the y). ents betweer erformed an ors/supplier be found <u>he</u> <b>required t</b> <b>identify su</b>	d the percentage rs must be certific ere. Please visit, t to complete the bcontractors pr	of the wor ed by the ( he <u>City's</u> rest of thi	lor and MBE/WBE subcontractors rk as submitted to the prime con Office of Diversity, Equity and ( MBE/WBE page for details of the state	ors and suppliers, tractor/vendor. Dpportunity at the ne program (e.g.
Name of Subcontracto						
Type of RI Certification		□MBE	□WE	BE	□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 (	ractor or Materials plier Per the Scope ne RFP		Subcontra Value (\$):	ct	Participation Rate (%):	
Anticipated Date of Pe	erformance:		, and (ψ).	I	Rate (70).	
I certify under penalty		orgoing stat	tements are true	and correc	t.	
Prime Contractor/Ve	1 1 1	0 0			tle	Date
Subcontractor/Suppl	ier Signature			Т	itle	Date

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



#### **MBE/WBE Waiver Request Form**

#### Fill out this form only if you did not meet the 20% MBE/WBE participation goal. State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at <u>gdiaz@providenceri.govmailto:mbe-wbe@providenceri.gov</u>, 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



# **BID PACKAGE SPECIFICATIONS**

Overview

The City of Providence ("City) is herby accepting Requests for Proposals (RFP) from qualified and experienced licensed vendors with proven experiences in electrical services, repairs and installation for various City facilities. The electrical service activities encompass all rules and regulations of OSHA, International Building Code, International Existing Building Code, International Fire Code, National Electric Code and City minimum standards. This RFP will require a proposal for time and material for the repairs and services performed.

## Scope of Work

The City is seeking a comprehensive as needed Electrical installations repairs, maintenance and service for various City facilities and decorative street lighting. The City will require the Contractor to supply all equipment, tools, material, mechanical machinery, and all labor and safety equipment to perform the requested electrical services. The successful contractor is required to have qualified technicians that have demonstrated experience with electrical repairs, electrical upgrades, emergency repair work, maintenance of decorative street lighting, and other lighting equipment on any building, land/ park or property owned by the City.

The bidder's assigned personnel should have the ability to trouble shoot and diagnose problems with all of the City's electrical operation system. The City expects technicians to be regularly assigned to the City as necessary to provide preventative maintenance and repairs, routine maintenance and repairs, and emergency service responses. The successful bidder will also be integrated into the Providence 311 System (PVD311) and will be expected to respond to calls from the system, after first receiving approval of scheduling to the City's Department of Public Property and or Department of Parks.

## **General Requirements**

Licensing

- The contractor and employees must be licensed by the appropriate State and/ or local regulatory agency.
- All electricians are required to comply with the National Electric Code and relevant state and local building codes.
- All bidders must be in compliance with all OSHA, DEC AND EPA/DEM laws and regulations.
- The selected vendor shall be able to present a valid OSHA 10 card upon request from the City.

## <u>Staffing</u>

- The successful bidder is responsible for providing the appropriately skilled level personnel.
- Journeymen and or Master Electricians must be on staff
- The awarding vendor must pay a prevailing wage in accordance with Rhode Island Department of Labor guidelines.



#### Vehicles

Contractor must provide appropriate vehicle(s) to be used by the Contractor's technicians to safely perform requested tasks outlined upon service call or scheduling. Vehicles will be equipped with appropriate safety features and equipment.

The Contractors personnel operating vehicles shall possess an active, valid Commercial Driver's License for the period of this contract.

## Protection of Property/ Public Safety

The successful bidder must maintain public safety and minimize impacts or damage to all City owned property. The contractor is solely responsible for conditions of the worksite, including safety of all persons and property during Technicians must adhere to the following:

- Must not encumber site with excessive material or equipment.
- Must not impose any load on any structure that will damage or endanger structures.
- Take precautions necessary to conduct operations in a manner to cause the least possible obstructions and inconvenience to occupants adjacent to or in the vicinity of the worksite
- Must properly dispose of all waste generated in performance of this contract
  - All hazardous material will be disposed of in accordance with the applicable laws and regulations

## Contractor Availability

The contractor and technicians are expected to be available to respond twenty-four (24) hours a day, seven (7) days per week, 365 days per year. The contractor will need to provide a phone number for the 24-hour service and have qualified technicians available to respond to all calls in a timely manner. The contractor must provide services within the specified response times listed in the below section.

## Response Times

Regular (Non-Emergency) Service

- Scheduled repair and maintenance work conducted during the City's normal business hours of Monday through Friday, 7 am to 5 pm.
- Contractors must respond to these requests within 48 hours or less.

**Emergency Service** 

- Work conducted in response to an urgent, unscheduled request. For example, accident response, power outage, burnt outlet etc.
- Request for emergencies may occur at any time.



- The Contractor is expected to respond to emergency service requests 24 hours a day, 7 days a week including holidays.
- Contractor Must be able to respond one (1) hour of service call.

## Parts and Material

The successful contractor must possess and have readily available in functioning order, all required tools, equipment, apparatus and materials needed to perform all work necessary to maintain and repair the City's electrical systems and decorative street lighting. All excess materials and equipment in the Contractor's inventory shall be the property and responsibility of the Contractor until such materials or equipment is used or installed in the City.

Replacement supplies, materials and installed equipment will be manufactured by a reputable supplier. The City shall reimburse the Contractor for supplies, materials, and installed equipment used for permanent repairs, in an amount equal to the cost of the materials including an agreed mark-up price. Reimbursement will occur only after the supplies, materials, and equipment is installed.

In the event of entire parts or equipment becoming deteriorated beyond repair, the Contractor must report such conditions to the City and provide satisfactory evidence that replacement is necessary.

The successful Contractor shall properly dispose of any equipment or material declared nonsalvageable at City's direction. The Contractor shall try to utilize any salvaged equipment in good working condition if possible.

## Insurance

The successful contractor shall be insured, and a certificate of insurance must be provided to the City listing the "City of Providence" as additionally insured.

## Warranty

All warranties via the manufactures shall apply. The bidder must, as part of the bid submitted and responsive to this RFP, stipulate what warranty/guarantee for all good/service they are committing to with regards to City work. At a minimum, the awarded vendor(s) must warrant all goods/service for a period of one (1) year. The awarded vendor will be obligated to repair and or replace all defects in material or workmanship, which are discovered or exist during the period of the warranty.



## Tasks

## Electrical repairs

In general, the work under this contract will be related, but not strictly limited to that which is characteristic of electrical systems within the municipality and its facilities. A detailed scope of services will be negotiated with the successful Contractor(s). Services would include:

- Installation of Pump Station Control/Electrical Panels.
- Electrical Service Installation/Repair.
- Troubleshooting electrical repair (Low & High Voltage Circuitry).
- Indoor/Outdoor Lighting Systems Installation/Repair.
- Control Circuits and Components Installation/Repair.
- Surge Protection
- Rewiring
- Light Fixture and ceiling fan installation
- Outdoor and landscaping lighting
- Emergency electrical service
- Electrical panel upgrades

## Decorative lights

The City of providence is responsible for the maintenance of approximately 2,217 (quantity subject to change) decorative street lights throughout the city. Maintenance and repair services include but are not limited to replacement streetlights and or street poles, customer service/dispatch, night patrols, circuit breakers, photocells, spot re-lamping, underground cable repair and/or replacement, leaning poles.

- The successful bidder shall be equipped to maintain a decorative lighting system and be available 24/7 for emergency services.
- The successful bidder(s) will be expected to respond to service calls for lighting outages related to luminaire failure, underground wiring issues, control box troubleshooting etc.
- Bidder shall be responsible for clearing and disposal of pole knockdowns and shall make available storage space for salvaged goods.
- Bidder shall maintain inventory of commonly used luminaries and globes.



## **Term of Engagement**

The City is seeking a multi-year partner. This contract will be awarded for a period of two (2) fiscal years (effective from August 13, 2024, through June 30, 2026) with an additional three- one-year option terms (TBD effective from July 1, 2026, to June 30, 2027, July 1, 2027, to June 30, 2028 & July 1, 2028, to June 30, 2029). The decision to renew the contract will be at the sole discretion of the City of Providence upon written notice to the contractor. The contract resulting from this solicitation shall be structured as a fixed-fee contract and all prices quoted must remain firm for this period.

The award of this contract in no way obligates the City to spend the corresponding estimated dollars. If, at any time, the City determines it is in its best interest to discontinue use of these services the City reserves the right to cancel the contract to be awarded by giving thirty (30) days advance written notice. The City also reserves the right to award multiple bidders if it is deemed to be in our best interest.

## **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 July 29, 2024, at 2:15 pm and sent to the City Clerk (25 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 August 13, 2024. Any changes will be posted to the City of Providence Purchasing Department official website located at <a href="https://www.providenceri.gov/purchasing/openrfpsummary/">https://www.providenceri.gov/purchasing/openrfpsummary/</a> . Respondents are responsible for checking the website for any scheduled changes.

Events	Date
Request for Proposals Issued	Monday July 15, 2024
Deadline to submit bid questions (via email to subject matter experts)	Monday July 22, 2024
Final response to questions (via public addendum)	Wednesday July 24, 2024,
Bids Due	Monday July 29, 2024

## Authorization of Work & Invoicing

Until a Purchase Order is in place, work is not to be performed nor are goods to be delivered. The Contractor shall submit time sheets at the request of DME/ Designated Authorized Agent to confirm any personnel and mobile equipment charges whether for regular time or overtime



## Monthly Reports

Contractor shall provide monthly reports to verify response times of maintenance and repairs service calls and shall be attached with monthly invoice.

Invoicing

- The contractor shall maintain and submit with invoice a monthly log of each call received, the call information, date of call, the type of service reported, and the location of work performed.
- Invoices are to be submitted to an authorized City requester (Manager of Facilities and Facilities Coordinator) and Fiscal agent.
  - Note: The City of Providence Encourages vendors to supply computer generated or otherwise typed invoices instead of hand completed invoices.
- Depending upon the nature and volume of the award, vendors may be asked to bill once per month or to bill each individual project.
- Invoices must be numbered, contain the date, purchase order number, description of work performed and a unit price breakdown.
- Unit price breakdown must be categorized by technician level, total hours worked, hourly rates and cost of additional materials used if applicable.
- All invoices must be submitted within thirty (30) days of service completion with the agreement of Net 30 terms.

## **Evaluation Criteria**

Each proposal will be evaluated for full compliance with the RFP instructions to contractors and the terms and conditions set forth within the RFP document. Proposals will be evaluated, and an award made to the contractor who is determined to be responsible for and responsive to the specifications, requests for price and quality of service.

## Agreement

After the Board of Contract and Supply's approval, the successful contractor will be required to sign a contract with the City of Providence that will incorporate this RFP, and the final negotiated response proposal.



## **Property Information**

The potential building locations includes but are not limited to:

- Providence City Hall
- 552 Academy Ave (Public Property Garage / Police Academy)
- 12 Fire stations across the City
- Communications Building
- DPW Administration Building
- DPW Garage
- Public Safety Complex
- Fire Station Garage- Dexter Street
- Parks Department Boat House
- Parks Department Casino
- Parks Department Carriage House
- Parks Department Museum of Natural History
- Parks Department Northern Burial Ground
- 122 Public Park Locations.



#### **Attachment A: Cost Proposal**

Pricing must be reflective of actual time worked. Bidders cannot require a minimum number of hours for service calls.

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

	Master Electrician Rate/Hour	Journeyman Rate/Hour	Apprentice Rate/Hour
Straight Time (Business hours between 7am-5pm)			
Premium Time (After normal business hours)			
Weekends (Saturday & Sundays)			
Holidays			
Emergency Call Out			

The price of parts and material to the City of Providence must be cost plus 10% validated by a copy of an invoice to the awarded vendor outlining supplier cost from the supplier as it refers to the parts used.



#### **Attachment B: Reference List**

Please list three (3) public agency clients, preferable from other cities and towns in Rhode Island or its adjacent States. The City reserves the right to contact the listed references regarding the Contractor's work performance.

#### REFERENCE #1

AGENCY / CITY NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED	

## REFERENCE #1

AGENCY / CITY NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED	

#### REFERENCE #1

AGENCY / CITY NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED	



## **Attachment C: Business Information**

1. Experience:

Years in business	
Years in business under this name	
Years performing in the electrical industry	
Total number of Business Clients	
Value of work now under contract	\$
Percentage (%) of work usually self-performed (not subcontracted)	
Has your firm:	•
Failed to complete a contract?	Yes No
Been involved in bankruptcy or reorganization?	Yes No
Pending judgement claims or suits against firm?	Yes No
Company used for pre-employment criminal background checks.	Yes No

# 2. Safety:

Have you had any job related accidents within the last five (5) years	
Have you had any job related fatalities within the last five (5) years	
If you have answered <b>YES</b> to either of the above questions, you <b>MUST</b> submit, on a separate sheet, the details describing the circumstances surrounding each incident	

# 3. Personnel, Equipment & Materials

How many total employees does	Full-Time	Part-Time
Area		
Clerical		



Management	
Licensed Electricians	



<b>Attachment D: Service Team: Members Form</b>
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:



# 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.
- Professional Liability Insurance. The contractor to whom the contract is awarded shall provide the City with documentation for the following: General Professional Liability Insurance Certificate with the following minimum limits: \$1,000,000 each incident/occurrence; auto insurance \$500,000 combined single limit per accident for bodily injury or property damage.
- Certificate of Good Standing with the Rhode Island Secretary of State.
- Current Business License. A copy of the current business license will be required and will serve as documentation that the business has been in operation a minimum of two (2) years.
- Workers Compensation insurance. The safety of the recommended bidder's employees or references and others in or around the area of service or maintenance is the responsibility of the successful bidder. Proof of workers compensation insurance will be required.
- Completed W-9 Tax Form.



#### **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.
- The City may terminate this Agreement upon five
   (5) days' written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

- 12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
- 13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
- 14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
- 15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
- 16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
- 17. The failure of the City to require performance of any provision shall not affect the City's right to

require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.