



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

# REQUEST FOR PROPOSALS

**Item Description: PUBLIC SERVICE VEHICLES – ONE-YEAR CONTRACT WITH TWO ONE-YEAR OPTIONS FOR RENEWAL**

**Procurement/MinuteTraq #: 46630**

**Date to be opened: 10/21/2024**

**Issuing Department: Public Property**

## **QUESTIONS**

- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter experts:

Cesar Teo	Alejandro Tirado
Fleet Manager	Director of Purchasing
cteo@providenceri.gov	atirado@providenceri.gov

- 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](mailto:gdiaz@providenceri.gov)
    - Please use subject line “**MBE WBE Forms**”

## **Pre-bid Conference**

There will be a Non-Mandatory Pre-Bid Conference on October 3<sup>rd</sup>, 2024 from 3:30 pm to 4:30 pm (EST) via Teams video call. Link to meeting [here](#). Meeting ID: 261 499 263 001. Passcode: nzsPHe. If joining by phone: +1 332-249-0606. Phone conference ID: 681 227 132#.

Proposers attending this conference will be expected to have thoroughly read the RFP and come ready to ask questions relevant to this RFP particularly questions related to preparing proposals and evaluation criteria. Following the conference, Proposers will be required to submit in writing via email any questions they asked during the conference. The City will use those written versions of the questions and any follow-up questions to draft an addendum. This will ensure the City fully understands Proposers’ questions and will avoid misinterpretations of any verbal responses offered during the pre-bid conference.

**Deadline for questions submissions:** October 11, 2024 by 2:00 pm (EST).

## INSTRUCTIONS FOR SUBMISSION

**Meeting Date: 10/21/2024**

Please Note – this RFP FOR PUBLIC SERVICE VEHICLES – ONE-YEAR CONTRACT WITH ONE-YEAR OPTION FOR RENEWAL contains special instructions for two separate proposal packages: 1) Technical Proposal for Qualification and 2) Price Proposal

1) Technical Proposals for Qualifications 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 3<sup>rd</sup> floor of City Hall.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled “RESPONSE TO RFP FOR PUBLIC SERVICE VEHICLES FOR THE CITY FLEET – ONE-YEAR CONTRACT WITH TWO ONE-YEAR OPTIONS FOR RENEWAL” 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).
- 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.
- This Technical Proposal for Qualification must contain no price information.
- The Technical Proposal for Qualification 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**

2) Price Proposals may be submitted up to 2:15 P.M. on the above meeting date at the Department of Purchasing, Room 408, City Hall, 25 Dorrance Street, Providence. All Professional Cost Proposals from firms meeting the minimum technical evaluation score threshold will be publicly opened and read at the next available 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 Professional Cost Proposals in sealed envelopes or packages labeled “PRICE PROPOSAL TO RFP FOR PUBLIC SERVICE VEHICLES FOR THE CITY FLEET – ONE-YEAR CONTRACT WITH TWO ONE-YEAR OPTIONS FOR RENEWAL” 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).
- The Price Proposal envelope and information relative to the bid must be addressed to:

**Department of Purchasing  
Providence City Hall, Room 408  
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.**

**FAILURE TO FOLLOW THESE SUBMISSION INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF THE PROPOSING FIRM.**

## **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 **Technical Proposal** 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 7 of this document*)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> page (*see page 8 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 9 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 10 and 11 of this document*)

The **Price Proposal** package **MUST** include the following:

- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 12-13) 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 6 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 responsive and responsible bidder with the most advantageous proposal.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City’s [Open Meetings Portal](#).
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([RIGL Sec. 37-13-1 et seq.](#))
15. No goods should be delivered, or work started without a Purchase Order.
16. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)

**BID TERMS**

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
  - a)  A certified check for \$\_\_\_\_\_ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
  - b)  A bid bond in the amount of \_\_\_\_\_ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
  - c)  A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
  - d)  No financial assurance is necessary for this item.
2. Awards will be made within **nighty (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

**The following entry applies only for COMMODITY BID TERMS:**

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

**The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:**

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker’s Compensation Act, [RIGL 28-29-1, et seq.](#) If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.

**BID FORM 1: Bidders Blank**

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

**Name of Bidder (Firm or Individual):** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Agrees to bid on (Write the "Item Description" here): \_\_\_\_\_

If the bidder's company is based in a state *other than Rhode Island*, list name and contact information for a local agent for service of process that *is located within Rhode Island* \_\_\_\_\_

Delivery Date (if applicable): \_\_\_\_\_

Name of Surety Company (if applicable): \_\_\_\_\_

Total Amount in Writing\*:

\_\_\_\_\_  
N/A – TECHNICAL PROPOSAL FOR QUALIFICATION ONLY

Total Amount in Figures\*:

\_\_\_\_\_  
N/A – TECHNICAL PROPOSAL FOR QUALIFICATION ONLY

***\*If you are submitting a unit price bid, please insert "Unit Price Bid"***

***Use additional pages if necessary for additional bidding details.***

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Title

**BID FORM 2: Certification of Bidder**  
(Non-Discrimination/Hiring)

Upon behalf of \_\_\_\_\_ (Firm or Individual Bidding),

I, \_\_\_\_\_ (Name of Person Making Certification),

being its \_\_\_\_\_ (Title or "Self"), hereby certify that:

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

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

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Printed Name



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

Upon behalf of \_\_\_\_\_ (Firm or Individual Bidding),  
I, \_\_\_\_\_ (Name of Person Making Certification),  
being its \_\_\_\_\_ (Title or "Self"), hereby certify an  
understanding that:

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

I affirm by signing below that I am duly authorized on behalf of Bidder, on  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Printed Name

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

Per our Code of Ordinances [Sec. 21.-28.1 \(e\)](#), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) through d) above.

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

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

Name of the person making this affidavit: \_\_\_\_\_

Position in the “Business” \_\_\_\_\_

Name of Entity \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

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

**Read the following paragraph and answer one of the options:**

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

- a. Members of the Providence City Council?  Yes  No
  - If Yes, please complete the following:  
Recipient(s) of the Contribution: \_\_\_\_\_  
Contribution Date(s): \_\_\_\_\_ Contribution Amount(s): \_\_\_\_\_
  
- b. Candidates for election or reelection to the Providence City Council?  Yes  No
  - If Yes, please complete the following:  
Recipient(s) of the Contribution: \_\_\_\_\_  
Contribution Date(s): \_\_\_\_\_ Contribution Amount(s): \_\_\_\_\_

c. The Mayor of Providence?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

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

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

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Signed under the pains and penalties of perjury.

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Position

**MBE/WBE Participation Plan - Include this form(s) in your Price Proposal.**

**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		
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 <a href="#">here</a> . Please visit, the <a href="#">City's MBE/WBE page</a> for details of the program (e.g. instructions and requirements).				
<ul style="list-style-type: none"> <li>• <b>Nonprofit organizations are not required to complete the rest of this form.</b></li> <li>• <b>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</b></li> </ul>				
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.				
<b>Prime Contractor/Vendor Signature</b>			<b>Title</b>	<b>Date</b>
<b>Subcontractor/Supplier Signature</b>			<b>Title</b>	<b>Date</b>

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

**MBE/WBE Waiver Request Form – If applicable, include this form in your Price Proposal**

**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 [gdi@providenceri.gov](mailto:gdi@providenceri.gov), for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed, City Department Directors should not** recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.

Prime Bidder: \_\_\_\_\_ Contact Email and Phone \_\_\_\_\_

Company Name, Address: \_\_\_\_\_ Trade \_\_\_\_\_

Project /Item Description (as seen on RFP): \_\_\_\_\_

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of \_\_\_\_\_ % MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

\_\_\_\_\_  
 Signature of Prime Contractor /  
 or Duly Authorized Representative

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Signature of City of Providence  
 MBE/WBE Outreach Director /  
 or Duly Authorized Representative

\_\_\_\_\_  
 Printed Name of City of Providence  
 MBE/WBE Outreach Director

\_\_\_\_\_  
 Date Signed

## **FOR CONSTRUCTION PROJECTS**

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

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

### **“FIRST SOURCE” REQUIREMENTS.**

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

# BID PACKAGE SPECIFICATIONS

## 1. Overview

The City of Providence (“the City”) is seeking proposals from qualified proposers to supply Ford, Chevrolet, Toyota, and Nissan public service vehicles and factory options for multiple departments to update the City fleet. Proposals will be evaluated against quality requirements and evaluation criteria set out in the RFP, and by considering the prices offered. Those Proposers identified as being responsible and responsive and offering the most advantageous proposals against these factors will be awarded contracts.

The primary objective of this RFP is to provide an efficient and economical way for city departments to purchase public service vehicles and equipment, to support their mission to provide the best municipal operations and services to the residents of the City.

The term of any contract resulting from this RFP will be one year from the date of execution, with the possibility of two one-year extensions. The City reserves the right to cancel all or part of this solicitation and to reject in whole or part any and all proposals. No bid bond is required. Vendors whose proposals are complete and meet Minimum Quality Requirements will have their proposals reviewed. Meeting Minimum Quality Requirements does not mean that a vendor will be selected for the project.

Responses must include the unaltered signed forms provided in this RFP.

This RFP is intended to provide access to guaranteed pricing across city departments through a set of master contracts.

## 2. Use of Contracts

The award of this contract(s) in no way obligates the City to spend the corresponding estimated dollars. The City reserves the right to cancel this contract at any time with a 30-day written notice. The City also reserves the right to award more than one bidder if it is deemed to be in our best interest.

## 3. Contract Term

The term of any contract(s) awarded under this solicitation will be one year from the date of execution.

## 4. Contract Extensions

Each contract will be eligible for two (2) additional one-year extensions from the date execution. In the event new contracts have not been procured and awarded by the expiration date, the City may elect to extend current contracts for an additional period of time until new contracts have been procured and awarded. However, in no instance shall any contract term, including extensions, exceed three years in total.

Contract extensions are not automatic. The decision to exercise an option to extend will be based on a determination that it is more advantageous for the City to exercise the option rather than undertake a new procurement as well as consideration of vendor performance. The City reserves sole discretion to extend contracts.

Except as provided elsewhere in this RFP, there will be no change in the terms and conditions, proposal prices, or products offered during the contract periods.

## 5. Definitions

The following terms and definitions are used in this Request for Proposals (RFP):

TERM	DEFINITION
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City	The City of Providence, RI
Alternative Fuel and Electric Vehicles	Any vehicle that is: battery-powered electric; plug-in hybrid electric; and/or alternative fuel (such as but not limited to diesel, natural gas, compressed natural gas, hydrogen, solar, ethanol, propane or other fuel blends).
Contract	Any contract or contracts resulting from this RFP.
Contracted Proposer	A Successful Proposer with whom the City enters a contract under this RFP.
Days	Calendar days, unless otherwise specified.
Performance	Any act by a Contracted Proposer required or intended to provide or further the provision of a product or service to the City, including adherence to pricing, availability, performance periods, and all other promises made in a Proposer's proposal, and promises regarding quality of workmanship and written or implied warranties.
Products(s)	General reference to any and all items offered in a proposal.
Public Service Vehicles	Vehicles used by governmental departments in the performance of their work.
Purchase	Any binding written expression of intent to purchase conveyed by the City to a Contracted Proposer.
Purchase Order	
Proposer	A Proposer who submits a proposal in response to this RFP.
RFP	This Request for Proposals
Successful Proposer/Vendor	The responsive and responsible Proposer(s) selected as offering the most advantageous proposals and having the opportunity to contract with the City.
Service Provider	Service provider approved by the manufacturer.

## 6. Products and Quantities

### 6.1 Overview

It is the purpose of this RFP to identify one or more Successful Proposers to provide sale, sale with lease to purchase options and/or rental options of Ford, Chevrolet, public service vehicles, and factory options to the City of Providence, RI. Proposers are invited to bid the outright sale, sale with lease to purchase options of the equipment and/or offer rental options of various if not all Ford, Toyota, Nissan, and Chevrolet public service vehicles and factory options. Rental is a preferred but not required option for vendors to propose.

Proposers may include a one-time list of late model and used inventory of Ford, Chevrolet, Toyota, and Nissan public service vehicles and factory options. This RFP's Price Matrix includes a tab to list the inventory with a detailed product description. It is understood that any equipment from this inventory list may not be available at that time. Proposers are not required to hold inventory for the City under this RFP. This inventory list cannot be added to at any time during the Term of any Contract or any extensions thereto. The City's Evaluation Team will not evaluate or score this inventory list.

### 6.2 Vehicle Manufacturers and Models

Proposers may submit a proposal for, but are not limited to, one or more makes of public service vehicles listed in Table 1. Proposer may include equivalent and additional make options.



Table 1 Vehicle Makes, Models, and Estimated Quantities

MAKE	MODELS	ESTIMATED QUANTITIES
Chevrolet	Equinox LT AWD	23
Chevrolet	SUV Equinox LS AWD	6
Chevrolet	Express Cargo Van	1
Chevrolet	Silverado 1500 Reg Wt 4wd / Reg Cab / 8ft Bed	9
Chevrolet	Silverado 2500 HD 4WD Crew Cab 159" WB 6.8ft Bed	2
Chevrolet	Silverado Reg Cab, 4WD/DRW/146"WB/60CA	2
Chevrolet	2500 Double Cab / 149" WB / 6.25ft Bed (Dump Truck)	5
Chevrolet	Silverado 3500 Dump Plow Reg Cab, 4WD / 146" WB / 60"CA	4
Ford	F650 Dump Trucks w/ Plow/Sanders 2025	2
Ford	F550 4x4 Super Duty DRW Regular Cab & Chassis 169"Wb /8 4"CA (Bucket Truck)	1
Ford	Transit T150 Van / 148" WB / Medium Roof / RWD	2
Ford	Transit T250 mR Van / 148" WB / Medium Roof / RWD	1
Nissan	Leaf	4
Toyota	Highlander	2

Vendors must offer unit prices for all listed manufacturers' OEM factory options and packages available for the models being procured.

All products must be the most current model year offered by the manufacturer meaning the newest generation of products available.

Previous model years that are still in stock should be listed in the separate pricing tab titled "used or previous model inventory" if the vendor would like to make them available under this contract.

All products being offered outside of the "used/previous model inventory" section of the pricing document must be new and unused.

### 6.3 Repair and Maintenance Service

Proposers must offer repair and maintenance services for the products offered, whether provided directly by the Proposer or through a qualified subcontractor. All warranty service must be provided by manufacturer-authorized service providers

or through a qualified subcontractor. Proposers will be requested to provide pricing for repair and maintenance services, extended warranty service, vehicle transport, loaner vehicles, etc. in their Price Proposal

#### **6.4 Optional Discounts**

The City encourages Proposers to offer a variety of discounts whether through multi-vehicle and volume purchase discounts or prompt payment discounts e.g. payment time period from time of receipt and acceptance based on Net 30 days, or similar.

#### **6.5 Estimated Quantities**

The quantities of vehicles estimated as the upper end of sales are shown in Table 1. Quantities are presented without regard to model configuration.

This RFP allows for limited increases in the volume sales under a single contract up to 25% of the original volume (or value of the contract) provided unit pricing remains unchanged from that applied to the original estimated quantities. For example, with unit pricing remaining the same, an estimated quantity of one hundred units can increase to twenty-five units without requiring additional procurement.

#### **6.6 Additional Equipment and Services**

Additional vehicles and equipment not itemized in a Proposer's Price Proposal cannot be purchased from an awarded contract. Any additional equipment or services not itemized in a Proposer's Price Proposal, but which a Proposer will provide and/or install at additional cost to the City, must still be otherwise acquired by the City in compliance with applicable Rhode Island procurement laws. The City must by law competitively procure goods and/or services costing \$10,000 and over.

### **7. Proposal Preparation**

Proposers are reminded that all information and statements provided will be considered true, accurate, and binding representations of the Proposer's intentions and commitment in responding to this RFP. Any such representations constitute legal obligations on the part of the Proposer to perform as stated and that failure to so perform may be used as grounds to terminate the contracts.

Erasures between the lines insertions or other modifications to a proposal must be initialed in original ink by the authorized person signing the offer.

It is the responsibility of all Proposers to examine the entire RFP packet and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an offer confers no right of withdrawal after the proposal's due date.

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and will be weighed as such in the evaluation phase.

Since all or a portion of the successful RFP response may be incorporated into any ensuing Contract, all prospective Proposers are further cautioned not to make claims or statements that cannot be subsequently included in a legally binding agreement.

In all cases where a Proposer offers a product or service, including, but not limited to warranty, that exceeds any standards or specifications, or requirements set out in this RFP, such offers will be considered binding obligations requiring performance by the Proposer.

The City does not assume liability for and will not reimburse any costs or expenses incurred by any Proposer (whether or not selected) in developing proposals in response to this RFP.

Proposers must follow the instructions for preparing the technical proposals and the price proposals.

### **7.1 Technical Proposal Preparation**

Technical Proposals must be submitted in the following required format:

1. Sections must be separated using clear divisions in the document. This can mean separately saved PDF's of the different sections, or that there are pages in the document denoting the separate sections.
2. Divider pages or separately saved sections must be labeled with the required tab headings.
3. Include all detailed information and supporting documentation necessary to satisfy all requirements of this RFP and enable the evaluation of the proposals against the Evaluation Criteria.
4. Emphasis should be on completeness and clarity of the content. Special bindings, colored displays, promotional materials, etc., are not necessary or desired.

Technical Proposals must be divided into the following tabbed sections:

Tab 1 – Introduction

Tab 2 – Minimum Quality Requirements

Tab 3 - Experience & Qualifications

Tab 4 – Service

Tab 5 – Performance and Products

Tab 6 – Warranties

Tab 7 – Sales References

#### **7.1.1 Tab 1 – Introduction**

In Tab 1 of their Technical Proposals, Proposers must submit a Cover Letter and complete and submit the unaltered forms provided in pages 6 - 12 of the RFP in the following order:

- Cover Letter (template provided in Section 11)
- Proposal Signature Page
- Certificate of Non-Debarment
- Additional Certifications

Proposer must also provide the following additional information:

- IRS Form W9
- List of subcontractors with full contact information (if applicable) – See page 12 of this document.

### 7.1.2 Tab 2 – Minimum Quality Requirements

Proposers must meet certain Minimum Quality Requirements in order to be considered for further evaluation and contract award under this RFP.

In Tab 2 of their Technical Proposals, Proposers must complete and submit the “Minimum Quality Requirements Form” provided in this RFP. Proposers must provide evidence and attestation supporting their ability to meet each of the Minimum Quality Requirements.

Failure to respond affirmatively to any of the quality requirements, or providing a qualifying statement will result in rejection of the proposal.

### 7.1.3 Tab 3 – Experience and Qualifications (See Criteria listed in Section 8.1)

Proposers must present clear and concise evidence indicating their ability to comply with the RFP requirements and to provide and deliver the specified products and services to the City. In Tab 3, Experience & Qualifications, the Proposer must provide the following:

- A copy of the Proposer’s Class 1 Dealer’s License or agreement with a manufacturer-authorized Class 1 Dealer.
- A description of the experience of the Proposer in providing the specified vehicles to the municipal government market.
- A description of the Proposer’s history of working with municipal governments or other similar governmental or institutional clients, including the scope and duration of such engagements. (Criteria 8.1.1)
- A description of the Proposer’s Sales team and support functions.
- A description of the Proposer’s product warranties and satisfaction guarantee policy.
- A description of the Proposer’s delivery timeline aims, including their commitments to deliver vehicles within 6 or 9 months and evidence/information on how they work with aftermarket vendors to meet delivery timelines.
- A list of any other specific qualifications the Proposer has in supplying the goods and services listed in this proposal.

### 7.1.4 Tab 4 – Service (See Criteria listed in Section 8.2)

In Tab 4 of their Technical Proposals, Proposers must provide a comprehensive description of their capacity to sell and service the vehicles offered. Include a description of the facilities to be used, including locations, facility capacity, skills and number of mechanics and technicians, access to parts, hours of operation and emergency response, including mobile services, maximum turnaround times, and use of sub-contractors, if applicable. If using sub-contractors, please provide full contact information and a description of the work they will perform and their qualifications. Please also discuss product repair and replacement and vehicle transport services.

### 7.1.5 Tab 5 – Performance and Products (See Criteria listed in section 8.3)

In Tab 5 of their Technical Proposals, Proposers must provide a comprehensive description of their stocking capacity and delivery timeline guarantees. Proposers must also provide a full listing of the manufacturer product lines they offer.

### 7.1.6 Tab 6 – Warranties (See Criteria listed in sections 8.2.3 to 8.2.4)

In Tab 6 of their Technical Proposals, Proposers must provide complete standard manufacturers’ warranty information for all products for which Proposer is submitting a proposal. Include information on extended manufacturer’s warranties that Proposer also offers.

### 7.1.7 Tab 7 – Sales and References

In Tab 7 of their Technical Proposals, Proposers must include at least three completed References as part of their responses using the Reference Form herein. For each Proposer, the City reserves the right to solicit references at random from the sales list provided in Tab 7.

The City’s evaluation committee will evaluate the responses and make a determination that a Proposer is either “Responsible” or “Not Responsible” with regard to References.

The City reserves the right to perform whatever additional due diligence they deem necessary to determine that the Proposer is responsible including, but not limited to, acting as their own reference. The City reserves the right to withhold the award of a contract if a Proposer is found “Not Responsible.”

## 7.2 Price Proposal Preparation

Price Proposals must be submitted in the following required format.

- Sections must be separated using divider pages.
- Divider pages must be labeled with the required tab headings.

Price Proposals must be divided into the following tabbed sections:

Tab 1 – Introduction

Tab 2 – Pricing

### 7.2.1 Tab 1 – Introduction

In Tab 1 of their Price Proposals, Proposers must provide the following required form provided in this RFP:

- Price Proposal Signature Page

### 7.2.2 Tab 2 – Pricing

In Tab 2 of their Price Proposals, Proposers must provide the Pricing Pages in a spreadsheet provided along with this RFP. The Pricing Pages list the vehicles and products being procured. Proposers must list all vehicles and options that will be offered under contract within the spreadsheet provided.

The proposers must include a flash drive with the spreadsheet files. The flash drive must be inside the envelope with the price proposal.

Proposers must provide:

- Manufacturer’s pricing only for each model number submitted. Include product or order codes and model names.
- Specifications for each vehicle model number submitted.
- Pricing for all features, equipment and options included and available for all models being offered. Include product or order codes and model names. Pricing should include credits for deleting features from standard specifications.

- Unit prices for all factory options.
- Pricing for repair and maintenance service charges.
- Unit prices for all listed manufacturers' OEM factory options and packages. These prices must include the cost of installation. All factory options offered as a "Delete" must be listed separately under options.
- All standard factory items/options/equipment must be bid.
  - Proposers may insert rows for any typically purchased OEM factory options and packages not already listed.
  - Proposers should insert additional rows if they provide more than one line of manufacturer for an item and may insert additional rows for additional typically purchased items they provide, but that are not already listed on the Pricing Pages.
- Pricing for repair and maintenance service charges including mobile service, vehicle transportation, etc.
- Extended Manufacturers Warranties.
- Optional discounts; and
- Extended Service Plans.

All prices provided in the price proposal must be inclusive of all costs, including labor and materials, and any fees.

Proposed pricing must only appear as part of the Price Proposal. Inclusion of proposed pricing in the Technical Proposal will cause Proposer disqualification.

All prices quoted must be exclusive of Rhode Island sales tax, use tax and federal excise tax.

## 8. Evaluation Criteria

Proposals that meet the Minimum Quality Requirements will be evaluated according to the following comparative evaluation criteria.

The Technical Proposals will be evaluated in the following categories:

- Section 8.1 Experience & Qualifications
- Section 8.2 Service
- Section 8.3 Product Line
- Section 8.4 Customer Support

- Section 8.5 Quality of the Proposal<sup>1</sup>

Described below are the characteristics that would make up a *Highly Advantageous*, *Advantageous*, *Not Advantageous*, and *Unacceptable* response in each of those categories.

## 8.1 Experience and Qualifications

### 8.1.1 Proposer’s Experience in Providing Specified Vehicles to Municipal Government Market

Rating	Criteria
Highly Advantageous	The Proposer has five (5) or more years of experience in providing specified vehicles to municipal government market.
Advantageous	The Proposer has between two (2) and four (4) years of experience in providing specified vehicles to municipal government market.
Not Advantageous	The Proposer has less than two (2) years of experience in providing specified vehicles to municipal government market.
Unacceptable	The response is unclear/not provided.

### 8.1.2 Sales Personnel

Rating	Criteria
Highly Advantageous	The Proposer has three (3) or more trained and qualified regional sales personnel during the term of the Contract and any Contract extension period.
Advantageous	The Proposer has two (2) trained and qualified regional sales personnel during the term of the Contract and any Contract extension period.
Not Advantageous	The Proposer has fewer than two (2) trained and qualified regional sales personnel during the term of the Contract and any Contract extension period.
Unacceptable	The Proposer has no trained and qualified regional sales personnel during the term of the Contract and any Contract extension period or response is unclear/not provided.

<sup>1</sup> Please note that the Evaluation Committee will give greater weighting to Sections 8.1, 8.2, 8.3, and 8.4, than it will to Section 8.5, which addresses the quality of the proposal.

## 8.2 Service

### 8.2.1 Locations of Sales and Service Facilities

Rating	Criteria
Highly Advantageous	Proposer owns and operates multiple sales & service facilities located in New England.
Advantageous	Proposer owns and operates only one sales & service facility in New England but is affiliated with multiple sales & service in New England.
Not Advantageous	Proposer owns and operates only one sales & service facility and is not affiliated with other sales & service facilities in New England.
Unacceptable	Locations and arrangements for sales and service is not specified; or response is unclear/not provided.

### 8.2.2 Capacity of Service Facility

Rating	Criteria
Highly Advantageous	Proposer's service location(s) simultaneously accommodate more than 15 vehicles in various stages of prep, installation and service and offers multiple service locations.
Advantageous	Proposer's service location(s) simultaneously accommodate more than 10 but less than 15 vehicles in various stages of prep, installation and service.
Not Advantageous	Proposer's service location(s) simultaneously accommodate more than 5 but less than 10 vehicles in various stages of prep, installation and service.
Unacceptable	Proposer's service location(s) simultaneously accommodate less than 5 vehicles or response is unclear/not provided.

### 8.2.3 Warranty and Non-Warranty Service

Rating	Criteria
Highly Advantageous	Proposer is able to perform all warranty and non-warranty service on the vehicles on-site. *Excludes any warranty service that must be performed by an authorized component warranty service provider (e.g. authorized Allison warranty service center).
Advantageous	Proposer is able to perform most, but not all warranty and non-warranty service on the vehicle on-site. Warranty and non-warranty services not performed by Proposer on-site are performed by other qualified subcontractors that are identified in the Technical Proposal. *Excludes any



	warranty service that must be performed by an authorized component warranty service provider (e.g. authorized Allison warranty service center).
Not Advantageous	Proposer is able to perform only minimal warranty and non-warranty service on the vehicle on-site. Warranty and non-warranty services not performed by Proposer on-site are performed by other qualified subcontractors that are identified in the Technical Proposal. *Excludes any warranty service that must be performed by an authorized component warranty service provider (e.g. authorized Allison warranty service center).
Unacceptable	Information on performance of warranty and non-warranty service is not specified; or response is unclear/not provided.

#### 8.2.4 Manufacturers' Warranties Offered

Rating	Criteria
Highly Advantageous	Proposer offers all available manufacturers' extended warranties on all vehicles and components.
Advantageous	Proposer offers all available manufacturers' extended warranties on all vehicles, but not on all components.
Not Advantageous	Proposer offers manufacturers' extended warranties, but not on all vehicles or all components.
Unacceptable	Proposer does not offer manufacturers' extended warranties or response is unclear/not provided.

#### 8.2.5 Manufacturer Warranties - Commencement

Rating	Criteria
Highly Advantageous	Proposer offers a delayed manufacturer's warranty in the event that vehicles are delivered to an aftermarket equipment vendor for upfitting. Warranty will not commence until the City takes possession of the vehicle, after completion of the upfitting.
Advantageous	Proposer offers a delayed manufacturer's warranty for a fee in the event that vehicles are delivered to an aftermarket equipment vendor for upfitting.
Not Advantageous	Proposer offers a delayed manufacturer's warranty in the event that vehicles are delivered to an aftermarket equipment vendor for upfitting, but the delay is not in excess of 30 days.
Unacceptable	Proposer does not offer Buyers a delayed manufacturer's warranty in the event that vehicles are delivered to an aftermarket equipment vendor for upfitting OR answer is unclear/not provided.

8.2.6 Availability of Mobile Service

Rating	Criteria
Highly Advantageous	Proposer maintains three or more service vehicles for mobile service including one service truck with tool box.
Advantageous	Proposer maintains one or two service vehicles for mobile services.
Not Advantageous	Proposer maintains only one service vehicle for mobile service.
Unacceptable	Proposer does not maintain service vehicles for mobile service or response is unclear/not provided.

8.2.7 Qualifications of Technicians/Mechanics

Rating	Criteria
Highly Advantageous	Five or more of the Proposer’s technicians/mechanics have the skills and knowledge to perform on all products sold.
Advantageous	Two, three or four of the Proposer’s technicians/mechanics have the skills and knowledge to perform on all products sold.
Not Advantageous	Only one of the Proposer’s technicians/mechanics has the skills and knowledge to perform on all products sold.
Unacceptable	Qualifications of technicians/mechanics is not specified; or response is not clear.

8.2.8 Technicians/Mechanics Trained by Manufacturer

Rating	Criteria
Highly Advantageous	Five or more of the service provider’s technicians have received direct training by the Manufacturer/ASE certification for all products sold.
Advantageous	Two, three or four technicians of the service provider’s technicians have received direct training by the Manufacturer/ASE certification for all products sold.
Not Advantageous	Service provider employs only one technician of the service provider’s technicians have received direct training by the Manufacturer/ASE certification for all products sold.
Unacceptable	None of the service provider’s technicians have received direct training by the Manufacturer/ASE certification for all products sold or response is unclear/not provided.

### 8.2.9 Repair and Service Turnaround Time

Rating	Criteria
Highly Advantageous	Proposer guarantees same day service for all pre-scheduled repairs and service.
Advantageous	Proposer guarantees 24-hour service for all pre-scheduled repairs and service.
Not Advantageous	Proposer guarantees 48-hour service for all pre-scheduled repairs and service.
Unacceptable	Proposer's guaranteed pre-scheduled repairs and service exceeds 48 hours, or Proposer does not guarantee turnaround times or response is unclear/not provided.

### 8.2.10 Vehicle Transport

Rating	Criteria
Highly Advantageous	Proposer provides vehicle pick-up and return at no cost to the City.
Advantageous	Proposer provides vehicle pick-up and return at cost to the City.
Not Advantageous	Proposer provides vehicle pick-up only at cost to the City.
Unacceptable	Proposer does not provide vehicle pick-up or return services or response is unclear/not provided.

## 8.3 Product Line

### 8.3.1 Availability of Vehicle Models Guarantee

Rating	Criteria
Highly Advantageous	Proposer offers all models for any given manufacturer/make called for in the RFP for the vehicle make offered, along with all factory options.
Advantageous	Proposer offers 75% or more of the models for any given manufacturer/make called for in the RFP for the vehicle make offered and all factory options.
Not Advantageous	Proposer offers 50% or more, but less than 75% of the models for any given manufacturer/make called for in the RFP for the vehicle make offered and all factory options.
Unacceptable	Proposer offers less 50% of the models for any given manufacturer/make called for in the RFP for the vehicle make offered and all factory options or response is unclear/not provided.

### 8.3.2 Alternative Fuel and Electric Vehicles

Rating	Criteria
Highly Advantageous	Proposer offers more than 3 vehicle models which are alternative fuel vehicles (see definition in Section 5).
Advantageous	Proposer offers 2 vehicle models which are alternative fuel vehicles (see definition in Section 5).
Not Advantageous	Proposer offers 1 vehicle model which is an alternative fuel vehicle (see definition in Section 5).
Unacceptable	Proposer does not offer alternative fuel vehicles or response is not clear or not provided.

## 8.4 Customer Support

### 8.4.1 Training

Rating	Criteria
Highly Advantageous	The response has clearly demonstrated the Proposer's ability to provide comprehensive training of municipal staff.
Advantageous	The response has stated the Proposer's intent to provide comprehensive training of municipal staff.
Not Advantageous	The response fails to clearly detail and substantiate the Proposer's ability to provide comprehensive training of municipal staff.
Unacceptable	Response is unclear or not provided.

### 8.4.2 Technical Support

Rating	Criteria
Highly Advantageous	The response has clearly demonstrated the Proposer's ability to provide technical support within 24 hours. Qualified staff capable of performing troubleshooting and repairs for hardware and software is based within New England, and a 24/7 technical support call center is provided.
Advantageous	Qualified staff capable of performing troubleshooting and repairs for hardware and software can arrive on site within a reasonable timeframe, and a 24/7 technical support call center is provided.
Not Advantageous	The response fails to clearly detail and substantiate the Proposer's ability to provide technical support within a reasonable timeframe. No local staff is provided and/or technical support hotline is not available 24/7.
Unacceptable	Response is unclear or not provided.

## 8.5 Quality of the Proposal

### 8.5.1 Organization

Rating	Criteria
Highly Advantageous	Proposal strictly adheres to the prescribed instructions for the organization of the Proposal.
Advantageous	Proposal adheres to the prescribed instructions for the organization of the Proposal with only minimal variation.
Not Advantageous	Proposal contains major variations to the prescribed instructions for the organization of the Proposal.
Unacceptable	Proposal does not adhere to the prescribed instructions for the organization of the Proposal.

### 8.5.2 Completeness

Rating	Criteria
Highly Advantageous	Proposal contains all required forms, lists, descriptions, explanations, and supporting documentation.
Advantageous	Proposal is missing only one or two required forms, lists, descriptions, explanations, and supporting documentation.
Not Advantageous	Proposal is missing three or four required forms, lists, descriptions, explanations, and supporting documentation.
Unacceptable	Proposal is missing more than four required forms, lists, descriptions, explanations, and supporting documentation.

### 8.5.3 Clarity

Rating	Criteria
Highly Advantageous	Proposal is clear in presentation of information without redundancy.
Advantageous	Proposal is clear in presentation of information with limited redundancy.
Not Advantageous	Proposal is not clear in presentation of information and contains obvious redundancies.
Unacceptable	Proposal is difficult to read and contains repeated redundancies.

## 9. Rule of Award and Selection Process

The City has determined that identification of the most advantageous proposals for the goods and services called for in this RFP requires comparative judgment of factors in addition to cost. An Evaluation Committee will evaluate proposals and recommend awards to the responsible and responsive Proposers whose proposals it determines to be the most highly advantageous of those received. The City may request additional clarifying information from a Proposer during this evaluation process.

Contracts will be awarded to those Proposers deemed responsible and responsive. This will be determined by evaluating Proposers against the quality requirements and evaluation criteria set out above, and by considering the prices offered. Those Proposers identified as offering the most advantageous proposals against these factors will be awarded contracts. In selecting proposals that are not the lowest in cost, the City will explain in writing why the added benefits of the selected proposals justify the higher prices. Although multiple contracts may be awarded, the number of awards will be determined on the basis of the competitiveness of the proposals received.

The City will promptly notify the Successful Proposers awarded contracts upon conclusion of the evaluation process.

Except as provided elsewhere in this RFP, there will be no change in the terms and conditions, proposal prices, or products/services offered during the contract periods.

## 10. Specific Terms and Conditions

### 10.1 Pricing

Prices stated in proposals must F.O.B. Proposer's location and include all charges, including vehicle preparation, equipment installation and transfer, and all other amounts due upon delivery and acceptance by the City of a fully functional vehicle ready to be put into service. No additional charges or prices other than those stated in proposals are authorized, nor will the City be obligated to honor them.

Optional equipment not itemized in a Proposer's proposal and which a Proposer will provide and/or install at additional cost to the City, must be otherwise acquired by the City. Goods and/or services costing \$10,000 or over must be competitively procured and must be separately invoiced. Inclusion of such items as part of a quote or invoice under this contract may be deemed a default by the Proposer and may void the subject purchase. Proposers will remain liable to the City for the transaction fee associated with such voided purchases.

Pricing shall include the following:

- The complete price to be paid for the listed item
- Delivery F.O.B. Proposer's zip code

Vendors may, at their sole discretion, lower pricing at any time with the City's prior written approval. Lowered pricing may not be increased prior to the next contract period end date.

Vendors must provide the City with timely notice and access to any fixed duration sale pricing that is lower than contract pricing. Such fixed duration pricing shall be exempt from the requirements of the preceding paragraph.

Vendors may not offer the City pricing that differs from authorized contract pricing without prior written approval from the City.

Unless otherwise provided in this document, prices as proposed shall remain firm for the duration of the contract and any extension options exercised.

### 10.2 Pricing Adjustments

#### 10.2.1 Contract Renewal Price Increases

Should the City choose to exercise any retained option(s) to renew the contract, Proposers may at that time request an increase in contract price(s). Price increases will be allowed only in an amount equal to a documented increase in the Proposer's cost from the manufacturer of the vehicle(s) or equipment, and/or manufacturer supplied options or

accessories. Unless otherwise provided, in no event shall any price increases allowed in accordance this provision exceed 10% per contract year. If, as of the date of extension, or thereafter during the contract period, there has been a decrease in price to the Proposer or in the item's list price, the lower price must be offered to the City.

#### 10.2.2 New or Replacement Models

In the event a new or replacement model is introduced during the term of the contract or extension thereof, the Proposer may request an increase in the contract price for that model only, not to exceed 10% of the original model listed in the Proposer's Price Proposal. Such request will be granted by the City only if the Proposer can satisfactorily demonstrate that the price offered is based on the same discount as the item originally proposed and that any price increase is based solely on an increase in the manufacturer's base price for the new or replacement model. The Proposer will be required to present copies of both old and new manufacturer price lists or other documentation or statements directly from the manufacturer to support the request for price increase.

Product models made obsolete by such replacements that remain in the Proposer's stock must remain available to the City at or below their originally quoted price.

#### 10.2.3 Market-Wide Decrease

The unit prices Proposed are maximum prices. The City shall be entitled to take advantage of any market-wide decrease on any and all items covered under this contract and extensions thereof if the price decrease is pervasive within the market.

The Proposer agrees to respond to any market decreases within thirty (30) days of identified pricing decrease and to offer the lower price to the City.

#### 10.2.4 Government Regulations

During the course of the term of a contract or contract extension, a Proposer may request a price increase if there is a significant increase in cost to the Proposer due to a mandated change in government regulations. An increase in price may be allowed, as determined by the City, but in no event shall any increase allowed in accordance with this provision exceed 10% of the originally quoted price of the subject component. A price increase must be real and documentable and must currently affect a Proposer's costs before the City will consider approving such an increase.

#### 10.2.5 Outside Sourcing of Vehicles

If due to a municipal time constraints, the awarded bidder is required to source vehicles not within its current stock; the awarded bidder and the City must negotiate any additional costs due to that outside sourcing. Any additional costs that arise out of those negotiations will not be included on the City invoicing.

#### 10.2.6 Steel Mill Products

Bid items that contain 90% steel, determined by the City, may be subject to a price escalation. Adjustments in the prices will be based on the Producer Price Index (PPI) for Commodities for Metals and Metal Products (Series ID WPU1017) published by the U.S. Department of Labor's Bureau of Labor Statistics. Publication occurs monthly in the PPI Detailed Report and can be found at <http://www.bls.gov/ppi>. The Index is not seasonally adjusted.

### 10.3 Subcontractors

If the Proposer intends to perform any or all work to this contract through subcontractor(s), the subcontractor(s) names, business affiliations and addresses must be included in the MBE/WBE Participation Plan with the price proposal. Proposers agree to be responsible for and warrantee the work of subcontractors and to ensure their compliance with the legal, quality and performance requirements of this RFP and the subject proposal. Proposers may not use subcontractors not named in their proposal without the prior written consent of the City, which will not unreasonably be withheld.

## 10.4 Performance

Proposers must begin accepting orders in full compliance with the requirements of this RFP and their proposal(s) no later than fifteen days from the date of contract execution and without a break in service between any subsequent contract extensions.

Proposers must accept orders immediately upon their presentation by the City and promptly provide the City with written confirmation of receipt along with an anticipated delivery date and production schedule to which it will be reasonably held.

A Proposer's projected delivery date shall be binding except for reasonable documented delays acceptable to the City, or documented circumstances beyond the Proposer's control. Extensions of time resulting from such delays are subject to approval by the City and may not be unreasonably withheld.

Proposer must inform the City in writing that the delivery of a purchased vehicle/s will be delayed in excess of three (3) months beyond the delivery date agreed to by the City and the Proposer. Failure to provide such reporting of delivery delays may result in either the Proposer being determined by the City not to be a responsible bidder for future City procurements; and/or the City reserves the right to terminate any resulting contract from this RFP with the Proposer.

If a Proposer fails to comply in a timely manner with the requirements of this section, "Performance", the City shall have the right to cancel its purchase without recourse by the Proposer, provided the City serves the Proposer with a written demand to perform, citing its intent to cancel its purchase order if performance does not occur within three full business days of delivery of the demand, which may be conveyed by email, fax, or other method that verifies delivery by electronic or witnessed means.

## 10.5 Method of Acquisition

Purchases may be outright purchases, leases, lease-purchases, and, where offered, rentals.

By mutual agreement of the vendor and the City, Automated Clearing House (ACH) payments may be used to make purchases.

## 10.6 Delivery & Inspection

Delivery by the Proposer of new vehicles or newly equipped vehicles will be at the City's discretion. Proposers must include a mileage-based delivery charge in their Price Proposal.

The City will be responsible for inspecting all vehicles and equipment to ensure that the products received as "as ordered."

## 10.7 Acceptance

The Proposer shall deliver the specified items that fully comply with all requirements for the processing of an invoice.

The City may take a reasonable period of time to inspect delivered items to determine their compliance and acceptability, and to process any resulting payment.

If a Proposer sells a vehicle the City plans to have up-fitted by another vendor, the City shall immediately inspect and provide written acceptance to the Proposer before transferring the vehicle to the up-fitter.



## 10.8 Formal Transfer of Ownership

Formal transfer of ownership of vehicle(s) from the Proposer to the City shall occur only after acceptance has been documented in writing by the City and received by the Proposer.

## 10.9 Product Substitution

Substitutions of items listed in a quote for which a purchase order, or other written commitment to purchase, has been issued by the City are permissible only with written notice to the City by the Proposer and written authorization of the substitution by the City. The City is responsible for satisfying itself prior to "Acceptance", as described above, that unauthorized substitutions have not been made. The City shall retain the right to accept or reject delivery of any unauthorized substitute item and the vehicle or other equipment of which it is a part. Deliveries so rejected are subject to the terms under "Acceptance", above. Unauthorized substitutions accepted by the City shall be at the total expense of the Proposer, including the cost of the item and installation.

## 10.10 Quotes

All quotes to the City must be traceable to the Proposer's technical and price proposals and must list pricing on a line-by-line basis showing the base cost of the vehicles and all options including credits for any deletion of standard features. Quotes must be submitted by the Proposer to the City for verification that the quote tracks with contract pricing before a Purchase Order is issued by the City. The City will review the pricing within three business days and report back to the Proposer that the pricing offered is in compliance with the contract and that the City may proceed with placing the order.

All prices quoted to the City shall be in writing on Proposer's letterhead or quote forms.

All quotes must reference the price list in the proposal, vehicle VIN number, factory confirmation number, and the City's authorized commitment to purchase (e.g. purchase order, contract, commitment letter, etc.).

Any Proposer-supplied quote, order form, or similar shall not include terms and conditions that conflict with the terms and conditions of this RFP and any contract between the Proposer and the City that are less favorable to the City.

## 10.11 Invoicing

All invoices must be traceable to the Proposer's quote and its technical and price proposals and must be accompanied by a copy of the Proposer's quote to the City that is the basis of the invoice. The name of the Proposer's technician that provided the training required in the section entitled "Training and Installation" and the date the training occurred shall be noted on the invoice.

The City is exempt from state sales tax and U.S. excise tax.

Proposers may not invoice the City prior to receipt of written acceptance of the vehicle(s) purchased.

The City shall have the right to withhold less than 10% of the total amount of an invoice pending satisfactory fulfillment of an order including outstanding items. Payment of withheld amounts shall be made within sixty days of the City's acceptance or satisfactory remedial action required of the Proposer.

The City is not obligated to make payment to Proposers other than in a manner and on a schedule consistent with its normal payment processes and as bound by normal commerce. Payments shall be made in U.S. dollars. Proposers may not require cash payment nor accept cash for any transaction associated with this RFP.

## 10.12 Trade-Ins

Vehicle trade-ins are authorized to be considered in accordance with the City's Home Rule Charter [416](#) and the City's Code of Ordinances [Sec. 2-108](#) (1) and (2) which provides that "[p]rior to the sale of any city property, [it] shall [be] appraise[d] and determine[d] [its] current market value. The sale of city property shall be made to highest qualified bidder ... and [n]o sale of any city property shall be made for less than ninety (90) per cent of the appraised value."

Alternatively, trade-in value may be determined by industry-acceptable standards i.e. Kelly Blue Book and shall be specifically identified in quotes to the City as credits against total itemized costs.

## 10.13 Training and Orientation

A qualified instructor shall be supplied by the bidder to instruct operating and maintenance personnel if so requested by the City. The time and place of training shall be by agreement, preferably in a location determined by the City.

## 10.14 Installation by Other than the Proposer

The City may purchase equipment from contracted Proposers to be installed by others. In such cases, the Proposer shall be released of all responsibility beyond customary product warranty obligations normally assigned to a dealer. If the City elects this option, it will be at its own risk and is subject to applicable Rhode Island procurement laws. The City may engage the Proposer to provide a qualified technician to guide and assist with the work at a pre-determined per diem price, including travel and lodging as contained in Proposer's price proposal. The Proposer shall be liable for all work and instruction provided by its agent.

Any equipment acquired from the Proposer under this contract and installed by others at the Proposer's initiative or recommendation will be considered work performed by a subcontractor and subject to the approved subcontractor standards and procedures of this RFP.

## 10.15 Parts

Proposers shall guarantee the availability of OEM or equivalent replacement parts for all vehicles, equipment, components, and fabrications delivered or installed under this contract for a period equal to the useful life of the equipment, or for a period of not less than five years, whichever is greater.

## 10.16 Indemnification

The Proposer shall indemnify, hold harmless, and defend the City, and their respective officers, agents, and employees from all liability of any nature or kind, including costs and expenses for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent or wrongful acts of the Proposer, subcontractor or anyone directly or indirectly employed by them in performance of this contract.

## 10.17 Insurance

Delivered vehicles left with the City for it to determine compliance shall remain the sole responsibility of the Proposer as to liability for damages related to its presence at the City's location, its performance while in use by the City and its transportation to and from the City's location. The City will assume liability for damages attributable to their neglect, abuse, or misuse through careless or improper application, or failure to provide adequate shelter or security.

### 10.17.1 Insurance

Successful Proposers shall at all times during the term of the contract maintain insurance coverage adequate to meet their obligations under this contract and shall provide the City with certification of such as a condition of award if requested. This insurance shall be provided at the Proposer's expense and shall be in full force and effect during the full term of this Contract.

### WORKER'S COMPENSATION

Worker's Compensation: Per R.I.G.L. § 28-33-17.

### COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

### VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000

The City shall be named as additional insured at the time of and for the duration of the contract.

### 10.18 Publicity and News Releases

Selected Proposers shall not make any pronouncements or news releases pertaining to this solicitation for proposals, the award of a contract, or interim and final work products without prior approval from the City.

### 10.19 False Representations

Pursuant to R.I.G.L. § 11-18-1 and § 11-18-8, anyone in any matter relative to the procurement of services who intentionally makes a material statement that is false, omits or conceals a material fact in a written statement, submits or invites reliance on a material writing that is false, submits or invites reliance on a sample or other object that is misleading, or uses any trick, scheme or device that is misleading in material respect will be subject to sanction pursuant to the laws of the State of Rhode Island.

### 10.20 Miscellaneous

Where a conflict in requirements is apparent between the Terms and Conditions and any Specifications, the Specifications shall control.

## 11. Required Signature Forms Checklist

The following pages contain forms must be executed by the Proposer and submitted with the proposals.

1. Cover Letter (template to be typed on Proposer's letterhead)
2. Proposal Signature Page
3. Certificate of Non-Debarment
4. Additional Certifications
5. Minimum Quality Requirements
6. Price Proposal Signature Page
7. Pricing Pages

The following requirements and cautions apply to all proposals and all forms.

- Proposals must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Proof of such authorization must be included.
- Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity.
- The Proposal must indicate the contracting entity, which must also be the signatory on all documents.
- Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

## Cover Letter

Using this template, provide an originally signed letter on company letterhead.

Cesar Teo  
Fleet Manager  
25 Dorrance Street, Room 408  
Providence, RI 02906

Re: RFP#: Public Service Vehicles

Dear Mr. Teo,

In response to your Request for Proposals (“RFP”), [insert name of Proposer] (“the Proposer”) hereby submits our Proposal to provide Public Service Vehicles and Factory Options to the City of Providence, RI.

We propose to offer the following make vehicles [Make name or names] as an [Authorized Franchise Dealer and/or Authorized Service Center’]. (If not an Authorized Franchise Dealer Proposer must name the franchise dealer who will be providing the vehicles.)

We offer the following commitments and representations to the City of Providence:

1. The undersigned is authorized to submit this Proposal on behalf of the Proposer and to bind the Proposer to its terms. We have fully reviewed the RFP and any and all addenda thereto, and we fully understand the scope and nature of the RFP and contractual arrangements for which Responses are being requested.
2. Our Proposal has been prepared and is being submitted without collusion, fraud, or any other action taken in restraint of free and open competition for the response to this RFP.
3. Neither the Proposer nor any of its employees or representatives is currently suspended or debarred from doing business with any governmental entity.
4. Neither the Proposer, nor any of its employees or representatives is currently the subject of or party to a Rhode Island public employee conflict of interest action or investigation.
5. The Proposer is not a party to any pending or current litigation that might adversely affect its performance on this project.
6. The Proposer has not filed for bankruptcy protection in the last seven years. If the Proposer has filed for bankruptcy protection in the last seven years, the Proposer must describe the circumstances that led to the filing, the ultimate disposition of the matter, the current situation and substantial, detailed evidence of the Proposer's financial ability to complete this project if selected.
7. The Proposer has no business dealings with countries or organizations that fund or support terrorist activities anywhere in the world.
8. We certify that all of the information provided in our Proposal is true and accurate and that the City may rely on such information in the evaluation of our Proposal. We have read and understand the evaluation criteria in the RFP. We accept that the City reserves the right to waive informalities and to reject in whole or in part any or all Proposals. We accept that the City’s Evaluation Committee reserves the right to select the Proposals that they view as the most advantageous on the basis of the evaluation criteria listed in the RFP.

9. We agree to take full responsibility for all costs of preparing this Proposal. We waive any and all claims against the City, their employees, representatives, and agents related to the cost of preparing, submitting and having the City review and evaluate this Proposal.
10. We have read and understand the product requirements and standards specified in this RFP, and certify that any and all vehicles, and equipment offered in response to this RFP meet or exceed those requirements and standards.

Sincerely,

[Insert name of Proposer]

By: [Insert signature of authorized representative]

[Print or Type Name of authorized representative]

[Street Address]  
[City, State, Zip]  
[Telephone]  
[Email]  
[Date]

## Proposal Signature Page

The accompanying Forms & Documentation are hereby submitted as a Proposal in response to the subject RFP. All information and statements are true, accurate, and binding representations of its intentions and commitments in responding to this RFP.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Street

\_\_\_\_\_  
Phone

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

Proposer acknowledges receipt of the Request for Proposals (RFP) and Addendum No(s).\_\_\_\_\_, dated \_\_\_\_\_, and submits the attached proposal for this Request for Proposals to the City of Providence, RI, on the authority of the undersigned and as dated below who by signing confirms and pledges to abide by and be held to the requirements of this RFP and its resulting contract, to perform any tasks and deliver any documents required, and to execute a Contract with the City.

Authorized Agent of the Proposer:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Printed Name (If a corporation, attach certificate of vote or apply corporate seal here)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Certificate of Non-Debarment

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the City within one (1) business day of such debarment, suspension, or prohibition from practice.

Authorized Agent of the Proposer:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Name (as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Minimum Quality Requirements

In order for a Proposal to receive further consideration, Proposer must unconditionally check “Yes” to each Quality Requirement below. Proposers must provide evidence and attestation supporting their ability to meet each of the Minimum Quality Requirements. A Proposal will be rejected in its entirety if a Proposer fails to check “Yes”, or who modifies, qualifies, or limits its affirmative response in any way.

Circle “Yes” or “No” for each of the following requirements:

- a. Actively engaged in the sale, outfitting and service of the vehicles, options, and equipment solicited by this RFP. Provide evidence in Tab 3 – Experience & Qualifications in Proposer’s technical proposal.
- Yes                      No
- b. Able to provide proof that Proposer is itself a Rhode Island Licensed Dealer of the vehicles solicited in this RFP, in accordance Rhode Island General Laws § 31-5-5 and applicable Rhode Island’s Regulations. Alternatively, Proposer can demonstrate that it will obtain vehicles solicited in this RFP from a manufacturer authorized Dealer. Proposer must provide evidence of either their current Dealer’s License, or a current and valid contract with a manufacturer’s authorized Dealer in Tab 3 – Experience & Qualifications in Proposer’s technical proposal.
- Yes                      No
- c. Able to sell and service the vehicles and equipment offered within all New England states absent dealer, distributor or franchisee territorial limitations. Provide evidence in Tab 4 – Service in Proposer’s technical proposal.
- Yes                      No
- d. The Proposer must have been in business for at least three (3) years. Provide evidence in Tab 3 – Experience & Qualifications in Proposer’s technical proposal.
- Yes                      No
- e. Able to document sales to at least three government customers in the past two calendar years. Proposers must provide the name and telephone number of a contact person in each of the municipal or government entities used to satisfy this requirement. Provide evidence in Tab 6 – References in Proposer’s technical proposal.
- Yes                      No
- f. Able to document proof of certification or eligibility as a manufacturer’s authorized warranty service provider for the products being offered. Provide evidence in Tab 5 – Warranties in Proposer’s technical proposal.
- Yes                      No
- g. Legally in possession of and physically occupying a facility suited to providing the sales and service support required of the business volume anticipated by this RFP. Provide evidence in Tab 4 – Service in Proposer’s technical proposal.
- Yes                      No

h. In possession or control of an existing public website used to market the products and services offered. Provide evidence in Tab 4 – Service in Proposer’s technical proposal.

Yes                      No

Authorized Agent of the Proposer:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Name (as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Reference Form

Proposers must provide at least three written references from buyers within the last three years. Proposers must use the questions below and the reference must complete and sign the form.

The reference shall answer the following questions:

- a. Please describe your experience working with the bid proposer? For how long? Does it continue today?
- b. Please detail what services the bid proposer has provided to you in the past.
- c. Were there any times where the quality of the products or installations were of poor quality? If so, how was it handled?
- d. Were deliveries delayed during your Agreement with bid proposer? If so, how were they handled?
- e. How would you describe the bid proposer's reliability in delivering what was ordered, on time and within cost?
- f. Please describe billing/invoicing practices: Any inaccuracies? Any unforeseen costs?
- g. What was the bid proposer's response time and resolution time for any questions or complaints?
- h. How would you describe your customer services experiences?
- i. How would you rate the bid proposer's performance?
- j. Anything else you would like to share that would be helpful to the City. Feel free to include additional comments.

## Price Proposal Signature Page

The undersigned proposes to provide products and services to the members of the City of Providence, RI in accordance with the Request for Proposals (RFP) cited above. The Price Proposal attached to this page includes all products and services offered in Proposer's Technical Proposal per the terms and specifications stated in the RFP and incorporated into the Technical Proposal. The prices offered are guaranteed not to change except as permitted by the terms and conditions of the RFP and the signed contract. The prices offered account for all charges to be expected by the City. No other charges will be invoiced to the City under this Proposal and any resulting contract.

- The attached document recites all pricing in the manner required by the RFP.
- A flash drive with a digital file listing all the prices in addition to the paper copies, is enclosed.

Authorized Agent of the Proposer:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Name (as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## 12.Pricing Pages

Price Proposals must provide pricing for all models, options, packages, and equipment listed on the following pages.

## 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.
- IRS Form W9



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

**CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS**

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



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

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

12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.