

REQUEST FOR PROPOSALS

Item Description: CITY HALL RESTROOM RENOVATIONS

Procurement/MinuteTraq #: 48375

Date to be opened: 3/10/2025

Issuing Department: Department of Public Property

QUESTIONS

• Please direct questions related to the process, how to fill out forms, and how to submit an application(Pages 1-8) to the Purchasing Department.

o Email: purchasing@providenceri.gov

- Please use the subject line "Solicitation Question"
- Please direct questions relative to the Minority and Women's Business Enterprise Program and the corresponding forms (Pages 10-11) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - o Email: gdiaz@providenceri.gov
 - Please use subject line "MBE WBE Forms"
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert:
 - o Name: Taylor Erkkinen
 - o Title: Project Manager, Capital Projects
 - o Email Address: terkkinen@providenceri.gov

Pre-submission Conference

There will be a Mandatory Pre-Bid Conference

Wednesday, 2/19 at 10amProvidence City Hall, 3rd Floor Lobby 25 Dorrance St
Providence RI, 02903

Deadline for questions submissions:

Friday, 2/28/2025 at 12:00pm

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 3/10/2025

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

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

Board of Contract and Supply Department of the City Clerk – City Hall, Room 311 25 Dorrance Street Providence, RI 02903

**<u>PLEASE NOTE</u>: This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is <u>NOT</u> requested to be provided in your initial bid by design.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City's Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.

BID PACKAGE CHECKLIST

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

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

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2nd page (see page 7 of this document)
- Bid Form 3: Certificate Regarding Public Records (see page 8 of this document)
- Bid Form 4: Affidavit of City Vendor (see pages 9 and 10 of this document)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See forms and instructions enclosed (pages 10-11) or on:
 https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/

*Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of <u>ALL</u> required signatures. Forms without all required signatures will be considered <u>incomplete</u>.

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

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

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

NOTICE TO VENDORS

- 1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
- 2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
- 3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
- 4. No proposal will be accepted if the bid is made in collusion with any other bidder.
- 5. Bids may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
- 6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
- 7. The Board of Contract and Supply reserves the right to reject any and all bids.
- 8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City's 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. <u>If either of the first two checkboxes below is checked, the specified assurance</u> 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 <u>\$</u> must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
	b) A bid bond in the amount of per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
	c) A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
	d) No financial assurance is necessary for this item.
2.	Awards will be made within ninety (90) days of bid opening . All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.

The following entry applies only for COMMODITY BID TERMS:

strikes, lockouts, accidents, and Acts of God.

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

accordance with the general specifications. It is agreed that deliveries and/or completion are subject to

3. Failure to deliver within the time quoted or failure to meet specifications may result in default in

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

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

BID FORM 1: Bidders Blank

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

Name of Bidder (Firm or Individual):					
Contact Name:					
Business Address:					
Business Phone #:					
Contact Email Address:					_
Agrees to bid on:	City Hall Res	stroom Refurbi	ishment		
If the bidder's company is based in a state \underline{a}	other than Rhode				
<u>Island</u> , list name and contact information for	or a local agent				
for service of process that is located within	Rhode Island				
Delivery Date (if applicable):					
Name of Surety Company (if applicable):					
Total Amount in Writing*:					
Total Amount in Figures*:					
3rd Floor Women's and Men's Restroo	ms				
4 th Floor Women's and Men's Restroor	ns				
5 th Floor Women's and All-Gender Rest	rooms				
ADD ALTERNATE #1: Refinish wood doo	ors (5)				
ADD ALTERNATE #2: Remove and repla	nce radiators (6)				
	-			Signature of Representation	on

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:				
	oes not unlawfully discriminate on and/or religion in its business	on the basis of race, color, national origin, gender, sexual 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 sig	ning below that I am duly autho	rized 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),
	its	
unders	standing that:	
2.	(RFQ's), documents contained record upon receipt by the City and Supply (BOCS) meeting. The Purchasing Department are effort to request that sensitive/	Requests for Proposals (RFP's) and Requests for Qualification within, and the details outlined on those documents become public Clerk's office and opening at the corresponding Board of Contract the issuing department for this RFP/RFQ have made a conscious ersonal information be submitted directly to the issuing for verification of specific details is critical the evaluation of a
3.	The requested supplemental in	rmation may be crucial to evaluating bids. Failure to provide
4.	If sensitive information that hadefined supplemental informat submitted to the City Clerk, th	lification, or an inability to appropriately evaluate bids. not been requested is enclosed or if a bidder opts to enclose the n prior to the issuing department's request in the bidding packet City of Providence has no obligation to redact those details and
5.	The City of Providence observe the bidding packet may not be	the information becoming public record. a public and transparent bidding process. Information required in abmitted directly to the issuing department at the discretion of the information, such as pricing terms, from becoming public. Bidders be disqualified.
I affiri	n by signing below that I am du	authorized on behalf of Bidder, on
this	day of	
		Signature of Representation
		Signature of Representation

Printed Name

BID FORM 4: Affidavit of City Vendor

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

Per R.I.G.L. § 36-14-2, "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company,

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

rec	ceivership, trust, or any other entity recognized in law thro	ough which business for profit or not for profit is conducted.
Na	ame of the person making this affidavit:	
Pos	osition in the "Business"	
Na	ame of Entity	
	ldress:	
	none number:	
	ne number of persons or entities in your entity that are requ	uired to report under Sec. 2128.1 (e):
	ead the following paragraph and answer one of the opt	
are	e not in writing within the 12 month period preceding the ve you made campaign contributions within a calendar ye	abmission with the City of Providence, or with respect to the contracts that date of notification that the contract has reached the \$100,000 threshold, ear to (please list all persons or entities required under Sec. 2128.1 (e)).
	• 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 If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	City Council? □ Yes □ No 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 Ma If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	ayor of Providence? □ Yes □ No Contribution Amount(s):
	Signed under the pains and penalties of perjury.	Position

MBE/WBE Participation Plan

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

Bidder's Name:							
Bidder's Address:							
Point of Contact:							
Telephone:							
Email:							
Procurement #:							
Project Name:							
Which one of the follo business' status in term Owned Business Enter State of Rhode Island?	ns of Minority and/o prise certification w (Check all that app	or Woman rith the ly).	□МВЕ		□WBE	□Neither MBE nor W	
including a description Please note that all MB time of bid. The MBE/ instructions and require Nonprofit or Construction	of the work to be pose. BE/WBE subcontract WBE Directory can ements). ganizations are not	erformed and cors/supplied be found here trequired to identify su	d the percers must be ere. Please to complete becontract	entage of to certified be visit, the tethe rest	the work as subsy the Office of City's MBE/West of this form.	MBE/WBE subcontractors bmitted to the prime contract of Diversity, Equity and Operate page for details of the ssion (e.g. Design Build) a	actor/vendor. oportunity at the program (e.g.
Name of Subcontractor		DE Outrea	cii Office				
Type of RI Certification		□МВЕ		□WBE		□Neither	
Address:							
Point of Contact:							
Telephone:							
Email:							
Detailed Description o Performed by Subcont to be Supplied by Supp of Work provided in the Total Contract Value (ractor or Materials plier Per the Scope ne RFP			contract		Participation	
Anticipated Date of Pe	erformance:		Val	ue (\$):		Rate (%):	
I certify under penalty		orgoing sta	tements are	e true and	correct		
Prime Contractor/Ve		orgoing sta		e true and	Title		Date
Time Contractor/ve	nuoi bignatuit				11110		Date
Subcontractor/Suppli	ier Signature				Title		Date

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

MBE/WBE Waiver Request Form

or Duly Authorized Representative

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

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at gdiaz@providenceri.gov, for review <a href="mailto:priorito:pri

Prime Bidder:								
Prime Bidder: Company Name, Address:								
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?					
waiver of % MBE/WBE	E (20% minus the value of Box	F on the Subcontractor Disclo	f the total bid value. I am requesting sure Form). If an opportunity is effort will be made to select MBE/W					
•								
Signature of Prime Contractor / or Duly Authorized Representativ	Printed Na	ame	Date Signed					
Signature of City of Providence MBE/WBE Outreach Director /		nme of City of Providence E 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

Overview

The City of Providence is seeking proposals to renovate existing City Hall men's and women's restrooms on the 3rd, 4th, and 5th floors.

General Conditions

Each floor is to be completed one at a time to minimize impact on occupants and operations. Coordination and communication are of utmost importance in this high-visibility occupied location.

There are no drawings available for this project. Always verify in field.

Scope of Work

The scope of work shall include:

- 1. Demolish existing, and provide and install new toilets, urinals and sinks in existing locations.
 - a. Toilets (13): wall-mounted automatic flush, 1.6GPF
 - b. Urinals (4): wall-mounted automatic flush, minimum 0.5GPF
 - c. Sinks (13): wall-mounted lavatory, with stainless steel deck-mount metered faucet, hot and cold controls, grid drain, P-trap and supply stops
- 2. Snake and scope all drains.
- 3. Demolish existing, provide and install new toilet partitions. HDPE or similar material. Mounting locations to match existing.
- 4. Demolish existing recessed towel dispenser and receptacle units and repair and patch tile wall.
- 5. Demolish existing and install new mirrors over sinks, 18" x 36" x 3/4". Patch wall tile as necessary.
- 6. Patch wall tile in spot repair locations.
- 7. Prep and paint all walls, painted millwork, and ceilings.
- 8. Demolish existing and provide and install new:
 - a. LED Linear Fixture, 4' or 6' to match existing. White finish, direct and indirect, wall-mount at existing light locations. Lights shall have Bluetooth wireless low voltage individual fixture controller with integrated daylight and PIR motion sensors.
- 9. Prepare and refinish terra cotta floor tile with resinous floor coating.
- 10. Prepare and refinish wall tile with durable multi-part re-glaze coating.
- 11. ADD ALTERNATE #1: Prep and refinish wood doors.
- 12. ADD ALTERNATE #2: Demolish existing and install new radiators.

Evaluation Criteria

Bidders will be evaluated based on references for recent projects of similar size and scale in addition to cost proposals submitted.

Provisions of This Project

- Upon the Issuance of the Award from the Board of Contract the City shall issue a Contract to be
 executed by the City and the vendor incorporating the bid specifications. All Provisions of the
 Specifications are binding.
- Any Permits Required by the City of Providence and/or State of Rhode Island Shall be Obtained by the Vendor – Permit Fees by the City of Providence Shall be Waived – the State ADA Fee Must be Paid
- The Davis Bacon Act Applies—Prevailing Wages Must Be Paid for On Site Hours On-Site Interviews will be Conducted During the Project Employees Shall be Advised of the Prevailing Wage Rates Prior to Mobilization on Site.
- Weekly Certified payrolls must be Submitted with Pay Requests Including Monthly Utilization Form
- An Insurance Certificate Shall be Submitted to the City Within 10 Days of Award
- A Copy of the Vendors Contractor's License Must be Submitted within 10 Days of Award
- All On-Site Personnel Shall be Licensed (If Required) and Shall have Proof of All Licenses Required by the State of Rhode Island to Perform the Work Required
- All Subcontractors Shall be Listed on the Bid Form All Insurance & Payroll Requirements Apply
 - General Contractor Shall be the Insurance Certificate Holder and the City Shall be Named as 'Additionally Insured' with Respect to Liability Insurance
- A Submittal Log Must be Submitted within 10 Days of Award

SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

This information is <u>NOT</u> requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.

<u>All bids submitted to the City Clerk become public record</u>. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

- 1. The terms "you" and "your" contained herein refer to the person or entity that is a party to the agreement with the City of Providence ("the City") and to such person's or entity's employees, officers, and agents.
- 2. The Request For Proposals ("RFP") and these Standard Terms and Conditions together constitute the entire agreement of the parties ("the Agreement") with regard to any and all matters. By your submission of a bid proposal or response to the City's RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
- 3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers' compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
- 4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City's sole and absolute discretion.
- 5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to

- pay any costs associated with your collection of an outstanding invoice.
- 6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City's First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
- 7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
- 8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys' fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
- 9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
- 10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
- 11. The City may terminate this Agreement upon five (5) days' written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the

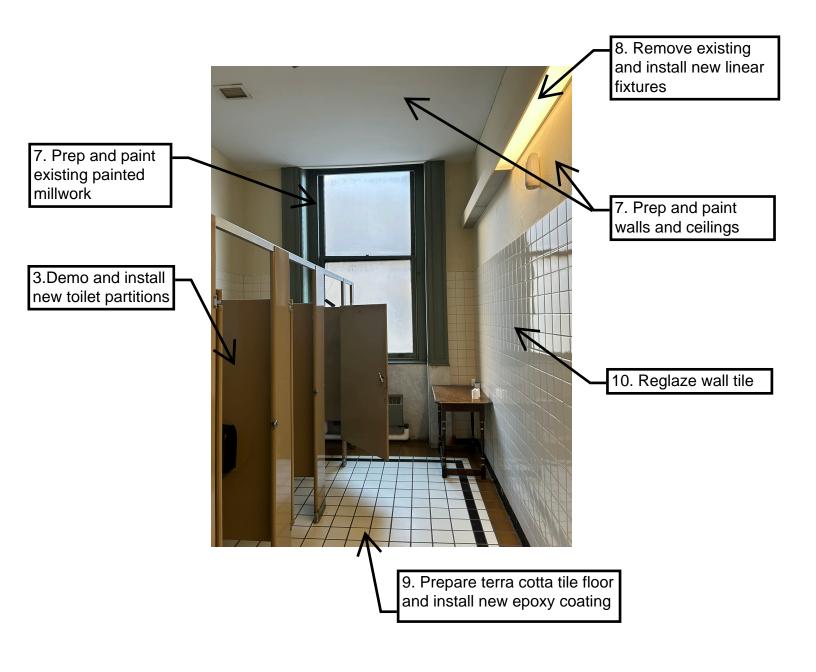


BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

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 5.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.





City of Providence Department of Public Property

3rd Floor Women's Restroom

1.c. Demo existing and install new lavatory sinks





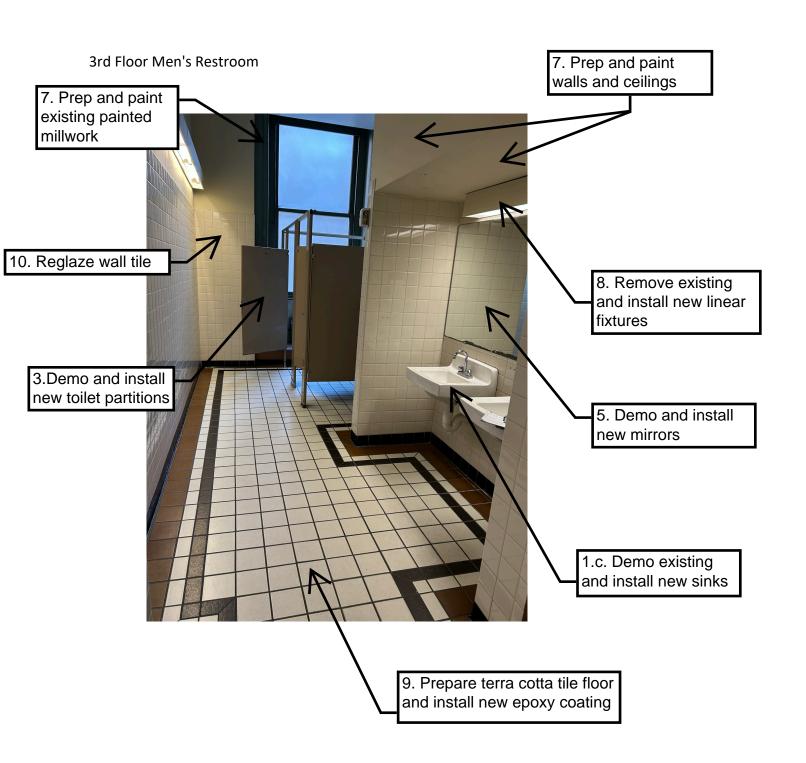
4. Demo recessed towel units, dispensers and receptacles, repair and patch walls

1.a. Demo existing and install new wall-mounted toilets



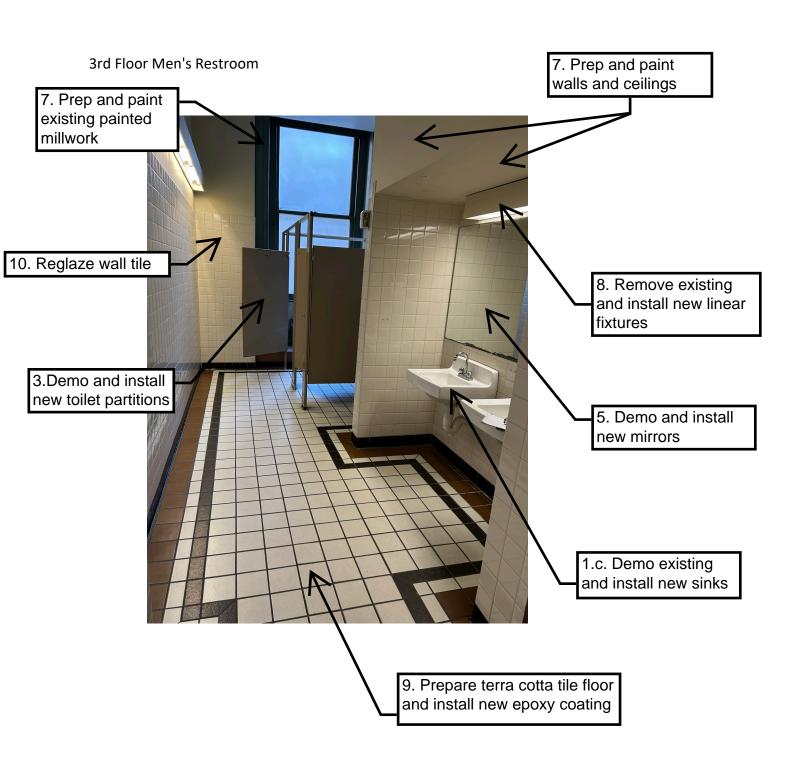


City of Providence Department of Public Property





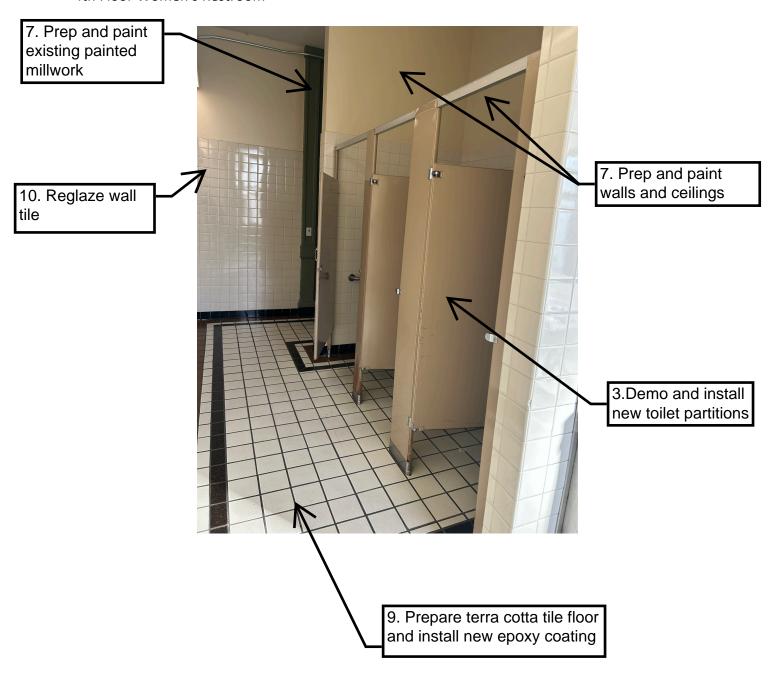
City of Providence Department of Public Property





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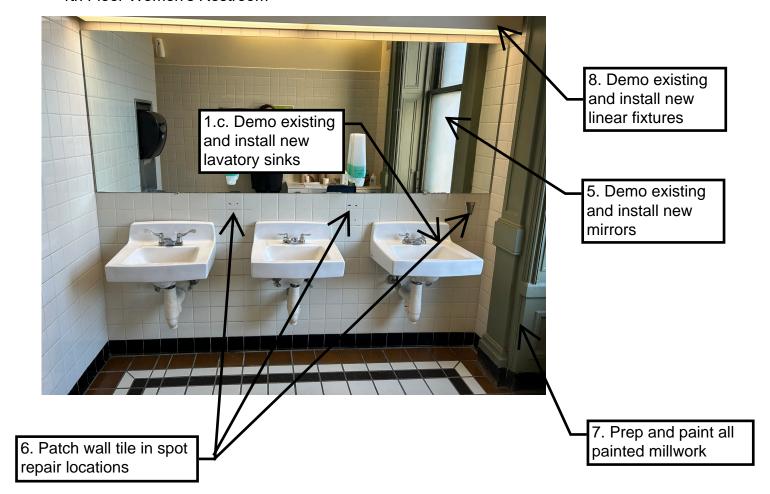
4th Floor Women's Restroom





City of Providence Department of Public Property

4th Floor Women's Restroom





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Tile Spot Repairs (Typical)





City of Providence Department of Public Property

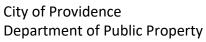
Wood Doors (Typical)





11. ADD ALTERNATE #1: Refinish wood doors

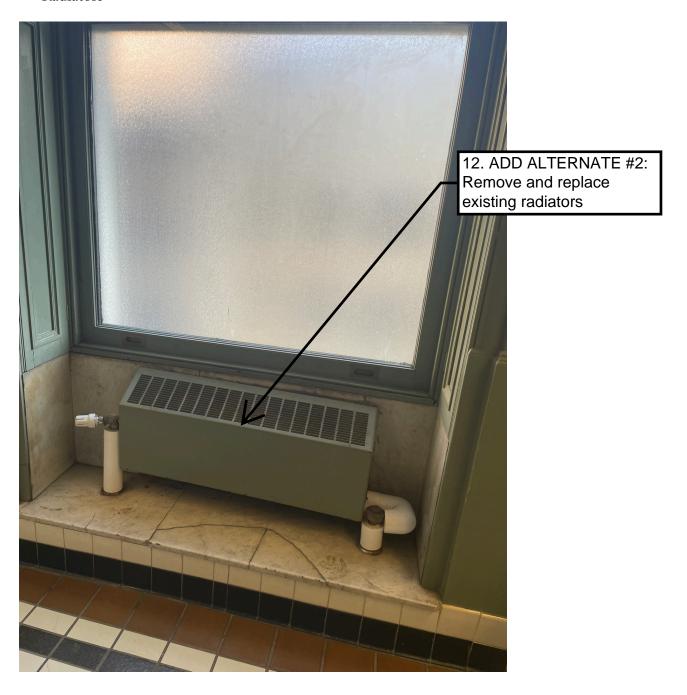






RFP - City Hall Restroom Refurbishment Due 3/10/2025







City of Providence Department of Public Property