

REQUEST FOR PROPOSALS

Item Description: MOUNTED COMMAND HORSE TRAINER (TWO YEAR CONTRACT WITH TWO ONE YEAR OPTIONS FOR RENEWAL

Procurement/MinuteTraq #: 48787

Date to be opened: 4/21/2025

Issuing Department: Police Department

QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
 - o Email: <u>purchasing@providenceri.gov</u>
 - Please use the subject line "Solicitation Question"
- Please direct questions relative to the Minority and Women's Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - o Email: gdiaz@providenceri.gov
 - Please use subject line "MBE WBE Forms"
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert:
 - o Name: Sgt. Steven Courville
 - o Title: 401-641-4926
 - o Email Address: scourville@providenceri.gov

Pre-bid Conference

Deadline for questions submissions:

QUESTIONS ARE DUE FRIDAY APRIL 11, 2025 BY 4PM



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 4/21/2025

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

**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 <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.



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

BID PACKAGE CHECKLIST

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

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

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2nd page (see page 7 of this document)
- Bid Form 3: Certificate Regarding Public Records (see page 8 of this document)
- Bid Form 4: Affidavit of City Vendor (see pages 9 and 10 of this document)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See
 forms and instructions enclosed (pages 11-112) or on:
 https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/

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

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

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

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



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

NOTICE TO VENDORS

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



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID TERMS

| 1. | and mu this | ancial assurances may be required in order to be a successful bidder for Commodity or Construction described Service contracts. If either of the first two checkboxes below is checked, the specified assurance ast accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The red checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to 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. |
| | un Fa | wards will be made within nighty (90) days of bid opening . All bid prices will be considered firm, less qualified otherwise. Requests for price increases will not be honored. illure to deliver within the time quoted or failure to meet specifications may result in default in cordance with the general specifications. It is agreed that deliveries and/or completion are subject to |

strikes, lockouts, accidents, and Acts of God. The following entry applies only for COMMODITY BID TERMS:

- 4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts. The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:
 - 5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
 - 6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, <u>RIGL 28-29-1</u>, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
 - 7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

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.
- Bids SHOULD BE TOTALED so that the final cost is clearly stated (unless submitting a unit price bid), however each
 item should be priced individually. Do not group items. Awards may be made on the basis of total bid or by individual
 items.
- 5. All bids MUST BE SIGNED IN INK.

| Name of Bidder (Firm or Individual): | |
|--|-----------------------------|
| Contact Name: | |
| Business Address: | |
| Business Phone #: | |
| Contact Email Address: | |
| Agrees to bid on (Write the "Item Description" here): | |
| If the bidder's company is based in a state other than Rhode | |
| Island, list name and contact information for a local agent | ¥ |
| for service of process that is located within Rhode Island | |
| | |
| Delivery Date (if applicable): | |
| Name of Surety Company (if applicable): | |
| Total Amount in Writing*: | |
| Total Amount in Figures*: | |
| If you are submitting a unit price bid, please insert "Unit Price Bid" | |
| Use additional pages if necessary for additional bidding details. | |
| | |
| | Signature of Representation |
| | Title |



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 2: Certification of Bidder

(Non-Discrimination/Hiring)

| Up | on behalf of | (Firm or Individual Bidding), | | | |
|------|--|---|--|--|--|
| Ι, | | (Name of Person Making Certification), | (Name of Person Making Certification), | | |
| bei | ng its | (Title or "Self"), hereby certify that: | | | |
| 1. | Bidder does not unlawfully discriminate on the basis orientation and/or religion in its business and hiring | | | | |
| 2. | 2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations. | | | | |
| I at | firm by signing below that I am duly authorized on be | chalf of Bidder, on | | | |
| this | sday of2 | 0 | | | |
| | | Signature of Rep | oresentation | | |
| | | Pr | inted Name | | |

Printed Name



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 3: Certificate Regarding Public Records

| Upon | behalf of | (Firm or Individual Bidding), |
|------------------------------------|--|---|
| [, | | CONTRACTOR |
| eing | its | (Title or "Self"), hereby certify an |
| unders | tanding that: | |
| 1. | (RFQ's), documents contained within, record upon receipt by the City Clerk's and Supply (BOCS) meeting. The Purchasing Department and the isseffort to request that sensitive/personal | ests for Proposals (RFP's) and Requests for Qualification and the details outlined on those documents become public office and opening at the corresponding Board of Contract uing department for this RFP/RFQ have made a conscious information be submitted directly to the issuing cation of specific details is critical the evaluation of a |
| 3. | The requested supplemental information | on may be crucial to evaluating bids. Failure to provide on, or an inability to appropriately evaluate bids. |
| 4. 5. | If sensitive information that has not be defined supplemental information prio submitted to the City Clerk, the City of bears no liability associated with the in The City of Providence observes a pub the bidding packet may not be submitted. | en requested is enclosed or if a bidder opts to enclose the r to the issuing department's request in the bidding packet f Providence has no obligation to redact those details and formation becoming public record. lic and transparent bidding process. Information required in ed directly to the issuing department at the discretion of the ation, such as pricing terms, from becoming public. Bidders |
| I affir | n by signing below that I am duly autho | rized on behalf of Bidder, on |
| this | day of | 20 |
| | | Signature of Representation |



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 4: Affidavit of City Vendor

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

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

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

| Naı | me of the person making this affidavit: |
|-----|--|
| Pos | sition in the "Business" |
| Naı | me of Entity |
| | dress: |
| Pho | one number: |
| The | e number of persons or entities in your entity that are required to report under Sec. 2128.1 (e): |
| Re | ad the following paragraph and answer one of the options: |
| are | thin the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, we you made campaign contributions within a calendar year to (please list all persons or entities required under Sec. 2128.1 (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 If Yes, please complete the following: Recipient(s) of the Contribution: |
| | Contribution Date(s): Contribution Amount(s): |



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

| The Mayor of Providence? ☐ Yes ☐ No If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s): | Contribution Amount(s): | |
|---|--|------|
| Candidates for election or reelection to the office If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s): | of Mayor of Providence? □ Yes Contribution Amount(s): | □ No |
| Signed under the pains and penalties of perju | ıry. | |



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

MBE/WBE Participation Plan

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

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|--|---|--|---|--|--|
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| ns of Minority and/or prise certification w (Check all that appl | r Woman ith the y). | | | | |
| This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found here . Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements). • Nonprofit organizations are not required to complete the rest of this form. • Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to | | | | | |
| or/Supplier: | | The state of the s | | | |
| on: | □МВЕ | □WBE | □N€ | either | |
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| tractor or Materials plier Per the Scope he RFP | | | | | |
| (\$): | | Subcontract Value (\$): | | Participation Rate (%): | |
| erformance: | | | | - | |
| of perjury that the fe | orgoing sta | tements are true and | correct. | | |
| endor Signature | | | Title | | Date |
| | | | | | |
| lier Signature | | | Title | | Date |
| | | | | | |
| | ns of Minority and/orprise certification work (Check all that applied to capture commitment of the work to be personal to the work to the materials or supplier: on: of Work to Be tractor or Materials or project the Scope the RFP (\$): | of the work to be performed and BE/WBE subcontractors/supplies /WBE Directory can be found herements). reganizations are not required to identify subcontracts to the MBE/WBE Outreast of the MBE/WBE Outreast or/Supplier: on: Of Work to Be tractor or Materials plier Per the Scope he RFP (\$): erformance: of perjury that the forgoing statendor Signature | Ins of Minority and/or Woman reprise certification with the (Check all that apply). It constructes commitments between the prime contractor of the work to be performed and the percentage of the BE/WBE subcontractors/suppliers must be certified by (WBE Directory can be found here. Please visit, the rements). In projects unable to identify subcontractors prior attest to the MBE/WBE Outreach Office (Sor/Supplier: In projects unable to identify subcontractors prior attest to the MBE/WBE Outreach Office (Sor/Supplier: In projects unable to identify subcontractors prior attest to the MBE/WBE Outreach Office (Sor/Supplier: In projects unable to identify subcontractors prior attent to the MBE/WBE Outreach Office (Sor/Supplier: In projects unable to identify subcontractors prior attent to the MBE/WBE Outreach Office (Sor/Supplier: In projects unable to identify subcontractors prior attent to the MBE/WBE Outreach Office (Sor/Supplier: In projects unable to identify subcontractors prior attent to the MBE/WBE Outreach Office (Sor/Supplier: In projects unable to identify subcontractors prior attent to the MBE/WBE Outreach Office (Sor/Supplier: In projects unable to identify subcontractors prior attent to the MBE/WBE (Sor/Supplier: In projects unable to identify subcontractors prior attent to the MBE/WBE (Sor/Supplier: In projects unable to identify subcontractors prior attent to the MBE/WBE (Sor/Supplier: In projects unable to identify subcontractors prior attent to the MBE/WBE (Sor/Supplier: In projects unable to identify subcontractors prior attent to the manual attent to the prior attent to the | ms of Minority and/or Woman rprise certification with the C (Check all that apply). to capture commitments between the prime contractor/vendor and MBE/n of the work to be performed and the percentage of the work as submitted BE/WBE subcontractors/suppliers must be certified by the Office of Diverview o | ms of Minority and/or Woman rprise certification with the () (Check all that apply). To capture commitments between the prime contractor/vendor and MBE/WBE subcontractors of the work to be performed and the percentage of the work as submitted to the prime contractor/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Op/WBE Directory can be found here. Please visit, the City's MBE/WBE page for details of the rements). To an interpretation of the rements of this form. The projects unable to identify subcontractors prior to bid submission (e.g. Design Build) at a lates to the MBE/WBE Outreach Office of Diversity. To an interpretation of the rements of this form. The projects unable to identify subcontractors prior to bid submission (e.g. Design Build) at a lates to the MBE/WBE Outreach Office of Diversity. To an interpretation of the rements of this form. The projects unable to identify subcontractors prior to bid submission (e.g. Design Build) at a lates to the MBE/WBE Outreach Office of Diversity. The projects unable to identify subcontractors prior to bid submission (e.g. Design Build) at a lates to the MBE/WBE Outreach Office of Diversity. The projects unable to identify subcontractors prior to bid submission (e.g. Design Build) at a lates to the MBE/WBE Outreach Office of Diversity. The projects unable to identify subcontract with the prime contractors prior to bid submission (e.g. Design Build) at a lates to the MBE/WBE page for details of the rements. The projects unable to identify subcontractors prior to bid submission (e.g. Design Build) at a lates to the MBE/WBE page for details of the rements. The projects unable to identify subcontractors prior to bid submission (e.g. Design Build) at a lates to the MBE/WBE page for details of the rements. The projects unable to identify subcontractors prior to bid submission (e.g. Design Build) at a lates to the MBE/WBE page for details of the rements. The projects unable to identify subcontractors prior to bid submiss |

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



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

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 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? | | | | |
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| waiver of % MBE/WBE | (20% minus the value of B | ox F on the Subcontractor Disclo | f the total bid value. I am requesting sure Form). If an opportunity is ffort will be made to select MBE/W | | | | |
| certified businesses as partners. | | | | | | | |
| Signature of Prime Contractor / or Duly Authorized Representativ | Printed | Name | Date Signed | | | | |
| Signature of City of Providence MBE/WBE Outreach Director / | | Name of City of Providence /BE Outreach Director | Date Signed | | | | |



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID PACKAGE SPECIFICATIONS

Overview

Scope of Work

The Providence Police Mounted Command Unit currently has five mounted police horses. The goal is to have each Mounted Officer assigned a designated horse with 2 (two) spares to compensate for the weakness of another horse who may be better suited for particular events/duties or in the event that one of the horses needs further training, is ill or injured.

This training will be conducted by a certified equine instructor/trainer for the functionality and success of officers as well as horses.

Training may be held at PPD facility or offsite if required

Proposed Schedule

4/21/2025

Evaluation Criteria



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

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.
- USE THESE BULLETS TO OUTLINE ITEMS YOU WILL NEED VENDORS TO PRODUCE ON REQUEST IF YOU SEEK TO AWARD THIS BID TO THEM.



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

- 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.
- 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.
- 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.

PROVIDENCE POLICE DEPARTMENT

MOUNTED COMMAND

HORSE TRAINER

(TWO YEAR CONTRACT WITH TWO ONE YEAR OPTIONS FOR RENEWAL)

The Providence Police Mounted Command Unit currently has five mounted police horses. The goal is to have each Mounted Officer assigned a designated horse with 2 (two) spares to compensate for the weakness of another horse who may be better suited for particular events/duties or in the event that one of the horses needs further training, is ill or injured.

To carry out these goals and maintain the highest quality of safety of the rider, horse and bystander consistent training for both the rider and the horses is a necessity. This training will be conducted by a certified equine instructor/trainer for the functionality and success of officers as well as horses. Training may be held at PPD facility or offsite if required.

Minimum requirements:

- Must have a minimum of ten (10) years of experience as an equine professional.
- Must have a flexible training schedule ability to train a minimum of ten hours per week.
- Must be a certified instructor/trainer.
- Must be versed in various reward based training styles.
- Must be able to start on green unbacked horses.
- Must be able to work with horses in the current program to desensitize and improve to work on the aids.
- Must be able to teach horses to perform various exercises and acclimate them to riding on unfamiliar terrain and learn how to cope in unpredictable situations.
- Must be able to analyze each horse's disposition for possible behavioral problems and fitness for the program.
- Must be able to observe the overall health and soundness of the horses and notify and converse on a one-to-one basis with the department veterinarian when necessary.
- Trainer must be self-insured.

PRICING STRUCTURE & OPTION YEARS

Offerors must provide firm-fixed pricing for the base period and all option years in the following format:

| Period | Hourly rate (\$) |
|---------------|------------------|
| Year 1 | |
| Year 2 | |
| Option Year 1 | |
| Option Year 2 | |