



STANDARD INSTRUCTIONS TO BIDDERS- REQUEST FOR PROPOSALS

THESE INSTRUCTIONS ARE STANDARD FOR ALL REQUEST FOR PROPOSALS ISSUED BY THE PURCHASING DIVISION AND MAY BE DELETED OR MODIFIED BY INDICATING SUCH CHANGE/S BY "SPECIAL INSTRUCTIONS TO BIDDERS."

1.0 RECEIPT AND OPENING OF PROPOSALS:

Sealed proposals must be received and date stamped at East Providence City Hall, Controllers Office, Room 103, Attn: Procurement Specialist 145 Taunton Avenue, East Providence, Rhode Island 02914, until the time and date indicated on the Request for Proposals. No submission received after that time will be considered. Mark outside bid envelope with bid number and title, and time and date of proposal due date. **FAXED OR EMAILED SUBMISSIONS WILL NOT BE ACCEPTED**

2.0 FORM OF PROPOSAL:

Proposals must be submitted on and in accordance with the proposal forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal form or in the item or items mentioned therein. Additionally, the proposals must contain the name and proper address of the proposed firm and must be signed by a responsible member of the firm with his signature and official title. Proposals, which are not complete, or contain erasures or alterations, not initiated by the signer, may be rejected. **FAXED OR EMAILED SUBMISSIONS WILL NOT BE ACCEPTED.**

3.0 SUBMISSION OF PROPOSALS:

- 3.1 Envelopes containing proposals must be sealed and addressed to the East Providence City Hall, Controllers Office, Room 103, Attn: Procurement Specialist 145 Taunton Avenue, East Providence, Rhode Island 02914 and must be clearly marked with the vendor's name and address, the bid number/title, and the due date of the proposal.
- 3.2 The Procurement Specialist will decide when the specified time has arrived to collect the proposals, and no proposal received thereafter will be considered.
- 3.3 Any proposer may withdraw his proposal by written request at any time prior to the advertised time for proposal due date. Telephonic proposals, amendments, or withdrawals will not be accepted. **FAXED OR EMAILED SUBMISSIONS WILL NOT BE ACCEPTED.**
- 3.4 No proposal may be withdrawn for a period of ninety (90) calendar days from the date and time of proposal due date. The City reserves the right to waive this requirement in order to best serve the interests of the City.
- 3.5 Negligence on the part of the proposer in preparing the proposal confers no rights for the withdrawal of the proposal after it has been opened.

- 3.6 Proposals received prior to the time of the due date will be securely kept unopened. No responsibility will attach to an officer or person of the City for the premature opening of a proposal not properly addressed and identified as a proposal.

4.0 ADDENDA

Copies of all Addenda will be posted to the City's Website and BidNet. It is the Vendor's responsibility to check and download all addenda.

- 4.1 No Addenda will be posted later than five (5) business days prior to the date for receipt of bids except an Addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids. Each bidder shall ascertain prior to submitting their bid that they have received all Addenda issued and shall acknowledge their receipt in his bid.

5.0 QUALIFICATIONS OF PROPOSER

The City may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

6.0 CONTRACT SECURITY

Only when a Contract Security is required in the Request for Proposal, the Contractor shall furnish a Bid Bond in the amount of Five Percent (5%) and a Surety Bond/Performance Bond in an amount equal to at least One Hundred Percent (100%) of the contract price as security for the faithful performance of the contract and for the payment of all persons performing labor on the project under the contract and furnishing materials, equipment and all other incidentals in connection with the contract. The surety on such bonds shall be a duly authorized surety company licensed to bond in the State of Rhode Island, and the cost of same will be paid by the Contractor. Before final acceptance, the bonds must be approved by the City. The bonding company providing surety must be listed in the Federal Register as issued by the Department of Treasury, Department Circular 570, latest edition, as well as being licensed in the State of Rhode Island to provide surety.

7.0 BID PRICES:

Bidders shall state the proposed price/s in the manner designated in the Bid Form. If there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and in figures, the price written in words shall govern.

8.0 TERMS:

Cash Discounts offered will be considered in determining awards. However, discounts for a period of less than twenty (20) days will not be considered. The discount period shall be computed from date of delivery or from date the correct invoice is received by the City Controller, whichever date is later. The date of delivery shall be construed to mean the date on which the bid item is determined to meet the specifications and is therefore acceptable.

9.0 RHODE ISLAND SALES TAX:

The City of East Providence is exempt from the Rhode Island Sales or Use Tax under the 1956 General Laws of the State of Rhode Island, Section 44-18-30, Para. 1, as amended.

10.0 "OR EQUAL" BIDDING:

When the name of a manufacturer, a brand name, or manufacturer's catalogue number is issued as the bid standard in describing an item followed by "Or Approved Equal", this description is used to indicate quality, performance and other essential characteristics of the item required. If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must state so by giving the manufacturer's name, catalogue number and any other information necessary to prove that his intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Mayor, or by person or persons designated by him, that the bidder's designated substitute is equal to the bid standard; otherwise, his bid will be rejected.

11.0 AWARD AND CONTRACT:

- 11.1 Unless otherwise specified, the City reserves the right to make award by item, or items, or by total, as may be in the best interest of the City.
- 11.2 A written award (or acceptance of bid) mailed (or otherwise furnished) to the successful bidder followed by a City Purchase Order, shall be deemed to result in a binding contract without further action by either party.
- 11.3 It is the intent of the City to award a contract to the lowest responsible bidder in accordance with City Ordinances, Article V. Purchasing, Sec. 2- 243, and provided that the bid has been submitted in accordance with the requirements of the Bidding Documents, is judged to be reasonable, and does not exceed the funds available.

12.0 CONSIDERATION OF PROPOSALS - REJECTION OF PROPOSALS

- 12.1 The City reserves the right to reject the proposal of any proposer who has previously failed to perform properly or complete on time, contracts of a similar nature, or who is not in a position to perform the contract, or who has habitually and without just cause, neglected the payment of bills or disregarded its obligations to sub-contractors, material, or employees.
- 12.2 The City reserves the right to reject any or all proposals and in particular to reject a proposal not accompanied by any data required by the Bidding Documents or a proposal in any way incomplete or irregular, and to waive any informality in the proposals received, and to accept the proposal or parts thereof deemed to be most favorable to the best interest of the City.
- 12.3 The City shall have the right to waive any informality or irregularity in any proposal received
- 12.4 It is the intent of the City, if it accepts any Alternates, to accept them in the order in which they are listed in the proposal form, but the City shall have the right to accept Alternates in any order or combination and determine the low bidder on the basis of the sum of the Base Bid and the Alternates accepted.

13.0 DELIVERY:

All prices bid must be on the basis of F.O.B. Delivery Point, East Providence, Rhode Island. Therefore, shipping costs are to be included within the prices quoted. Deliveries must consist only of new merchandise or equipment and shall be made between 8:00 A.M. and 4:00 P.M. Prevailing Time, Monday through Friday.

No delivery shall become due or be acceptable without a written Purchase Order, issued by the Procurement Specialist.

14.0 AFFIRMATIVE ACTION REQUIREMENTS: MBE/WBE/VBE PARTICIPATION

In accordance with RI Gen. Law § 37-14.1-1 and RI Gen. Law § 37-14.3-1-7, it is the policy of the City of East Providence to support the fullest possible participation of firms owned and controlled by minorities and women (MBEs), and veterans (VBEs) in all state funded, public works, and municipal construction projects.

14.1 All vendors are required to complete and submit the MBE/WBE/VBE Participation Affidavit.

14.1.1 Any prime contractor who will be using subcontractors for any part of an awarded contract will be required to submit Subcontractor Disclosure form and

THE FOLLOWING TERMS AND PROVISIONS, IN ADDITION TO THOSE LISTED ABOVE, ARE APPLICABLE TO ALL BIDS FOR PROFESSIONAL SERVICES AND CONSTRUCTION/DPW PROJECTS

15.0 INSURANCE REQUIREMENTS:

The Contractor shall carry the following insurance coverages at his own expense:

(a) General: All insurance for this contract shall be written by a company (or companies) acceptable to the city and all policies or certificates shall be submitted to the City for examination prior to commencement of operations by the contractor. In the event that any policy or certificate, the amount of the insurance, or the company writing same are not satisfactory to the City, the contractor shall secure other policies or certificates in form and amount with a company satisfactory to the City. The contractor shall not permit policies to be changed, cancelled, or to lapse and all policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the limits of liability or amounts of insurance until notice has been sent by mail to the city stating when, (not less than 30 days thereafter) such cancellation or reduction shall be effective. All certificates of insurance shall be delivered to the City and contain true transcripts from the policy or policies authenticated by the proper officer of the insurer evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice as to the location and operations involved.

The Contractor is required to list the City of East Providence not only as Certificate Holder but as an Additional Insured as well, on the "Certificate of Insurance".

If any part of the work is sublet, similar insurance shall be provided by or on behalf of the subcontractors to cover their operations. The contractor shall be charged with the responsibility for insurance protection for all his subcontract operations and should the contractor's policy not cover each and every subcontractor, certificates of insurance acceptable to the City covering each and every subcontractor shall be filed with said City prior to the commencement of subcontract operations.

Statutory Workman's Compensation Insurance: shall be provided by the contractor for all labor employed on the project who may come within the protection of such laws, and Employer's General Liability Insurance shall be provided for the benefit of employees who are not protected by compensation laws. The contractor will be charged with the responsibility for proper and adequate workman's compensation for all subcontract operations.

Contractors Comprehensive General Liability and Property Damage Insurance INCLUDING Owner's Protective: the contractor shall carry the above insurance for a minimum limit of not less than \$1,000,000.00 for all damages arising out of injury to or death of one person and subject to that limit for each person, a total limit of not less than \$1,000,000.00 for all damages arising out of injury to, or death of two or more persons in any one occurrence and Property Damage Liability Insurance providing for a limit of not less than \$1,000,000.00 for all damages arising out of injury to or destruction of property (including loss of use) in any occurrence and subject to that limit per occurrence total limit of \$1,000,000.00 all damages arising out of injury to or destruction of property during the policy period.

Contractor's Liability Insurance: Shall also include all major divisions of coverage and be on a comprehensive general liability basis including:

Premises - Operations

Independent Contractor's protective

Products and completed operations

Blanket Contractual

Owned, non-owned and hired motor vehicles

Broad form coverage for property damage (including explosion, Collapse and underground).

Comprehensive Automobile Liability and Property Damage Insurance: The Contractor shall carry the above insurance covering all owned, hired or non-owned vehicles in the amount of \$300,000.00 for all damages arising out of bodily injuries to death of one person and subject to that limit for each person, a total of \$500,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident and Property Damage coverage in the amount of \$300,000.00 for all damages arising out of injury to or destruction of property.

16.0 OSHA SAFETY AWARENESS PROGRAM

In accordance with R.I.G.L. 28-20-35, all contractors bidding on construction projects of the City with a total project cost of one hundred thousand dollars (\$100,000.) or more, are required to have an OSHA "ten-hour construction safety program", for their on-site employees. The training program shall utilize instructors trained by the Occupational Safety and Health Administration, using an OSHA approved curriculum.

17.0 PREVAILING WAGES

In accordance with [R.I.G.L. 37-13-7](#), all contractors bidding on public works projects that exceed one thousand dollars (\$1,000) must comply with all applicable provisions as they relate to prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsman, mechanic, teamster, laborer, or other type of worker performing work on public works projects.

Current wage rates and information can be found at <https://dlt.ri.gov/regulation-and-safety/prevaling-wage>.

PLEASE COMPLETE THIS FORM AND SUBMIT WITH YOUR BID

MBE/WBE/VBE PARTICIPATION AFFIDAVIT

RFP # and Title: _____

Prime Contractor: _____ Authorize Contact Person: _____

Contractor Phone Number: _____ Contractor Email: _____

Which one of the following describes your business' status in terms of Minority and/or Woman, and/or Veteran-Owned Business Enterprise certification with the State of Rhode Island? **MBE** ____ **WBE** ____ **VBE** ____ or **N/A** ____

By initialing the following sections and signing the bottom of this document in my capacity as the prime contractor or an authorized representative of the prime contractor, I hereby confirm that:

- In accordance with RI Gen. Law § 37-14.1-1 and RI Gen. Law § 37-14.3-1-7, it is the policy of the City of East Providence to support the fullest possible participation of firms owned and controlled by minorities and women (MBEs), and veterans (VBEs) in all state funded, public works, and municipal construction projects.
 - The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.
 - The goal for Women's Business Enterprise (WBE) participation is 10% of the total bid value.
 - The goal for combined MBE/WBE participation is 20% of the total bid value.
 - The goal for Veteran-Owned Business Enterprises (VBE) participation is 3% of the total bid value

I acknowledge the City of East Providence's goals of supporting MBE/WBE certified businesses. **Initial** _____

- Will you be using subcontractors for any portion of this project? Yes ____ No ____
 - If yes, you are required to complete and submit the **Subcontractor Disclosure Form**
- Are you using any subcontractors on this job and not meeting the MBE/WBE/VBE participation goals of the City of East Providence: Yes ____ No ____
 - if yes, you are required to complete and submit the **MBE/WBE/VBE Waiver Request Form.**
- If awarded the contract, I understand that my company must submit to the Procurement Specialist for the City of East Providence, copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation goals and other requirements of the RI General Laws. **Initial** _____
- I understand that these documents must be submitted prior to the issuance of a notice to proceed. **Initial** _____
- I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports required by the MBE/WBE Office on a quarterly basis verifying payments to the subcontractors(s) utilized on the contract. **Initial** _____
- If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. **Initial** _____
- I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office. **Initial** _____
- If awarded this contract, I understand that authorized representatives of the City of East Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City's MBE/WBE participation requirements. **Initial** _____

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief

Signature of Prime Contractor: _____

Date: _____

Printed Name: _____

Title: _____

SUBCONTRACTOR DISCLOSURE FORM

**Fill out this form only if you WILL SUBCONTRACT with other parties.
If you will not subcontract any portion of the proposed bid, do not fill out this form.**

Prime Bidder _____ Primary NAICS Code: _____

RFP Number and Title: _____

Please List all Subcontractors below. Include the total dollar value that you propose to share with each subcontractor and the dollar amount to be subcontracted. Please check off MBE, WBE, and/or VBE where applicable. The directory of all state-certified MBE/WBE firms is located at www.mbe.ri.gov. Business NAICS codes can be found at <http://www.naics.como/search/>

Proposed Subcontractor	MBE	WBE	VBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
						\$
						\$
						\$
						\$
						\$
						\$
A.	MBE SUBCONTRACTED AMOUNT:					\$
B.	WBE SUBCONTRACTED AMOUNT:					\$
C.	VBE SUBCONTRACTED AMOUNT:					\$
D.	NON-MBE/WBE/VBE SUBCONTRACTED AMOUNT:					\$
E.	DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:					\$
F.	TOTAL AMOUNT OF BID (SUM OF A, B, C, D, & E):					\$
G.	PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Add A, B, and C. Divide by E and multiply by 100)					%

Please read and initialize the following statement acknowledging you understand.

If the percentage of the total amount of the bid being awarded to MBE/WBE or VBE vendors is less than 23% (Box F) and the prime contractor is NOT a Rhode Island State-certified MBE or WBE, you **must** fill out the **MBE/WBE WAIVER REQUEST FORM** for consideration by City of East Providence MBE/WBE Outreach Director. *Initial* _____

Signature of Prime Contractor: _____

Date: _____

Printed Name: _____

Title: _____

MBE/WBE/VBE WAIVER REQUEST FORM

Fill out this form only if you are using subcontractors and did not meet the 23% MBE/WBE/VBE participation goal.

MBE, WBE, or VBE Prime Bidders that are certified by the State of Rhode Island are **NOT REQUIRED** to fill out this form.

Submit this form to the City of East Providence MBE/WBE Outreach Director, Elmer Carvalho-Pina at epina@eastprovidenceri.gov and Procurement Specialist, Jessica Lamprey at jlamprey@eastprovidenceri.gov for review with your bid submission.

This waiver applies only to the current bid which you are submitting to the City of East Providence and does not apply to other bids your company may submit for in the future.

Prime Bidder: _____

Company Trade: _____

RFP Number & Title: _____

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 in the project.

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

I acknowledge the City of East 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

Printed Name

Date Signed

Signature of City of East Providence
MBE/WBE Outreach Director

Printed Name of City of East Providence
MBE/WBE Outreach Director

Date Signed

PLEASE COMPLETE THIS FORM AND SUBMIT WITH YOUR BID



ANTI-COLLUSION DECLARATION

The Bidder, by virtue of issuing a Bid certifies that Bidder has not divulged, discussed or compared the Bid with other Bidders and has not colluded with any other Bidder of parties to a Bid whomsoever. Bidder further certifies and agrees that premiums, rebates or gratuities are prohibited whether with, prior to, or after any delivery of material or services. Any such violation will result in the cancellation of this contract and the removal of offending parties from all Bid lists.

CONFLICT OF INTEREST

The Bidder and all sub-contractors shall disclose in writing as part of their Bid any possible or potential conflicts of interest which are known to or reasonably should be known to the Bidder or sub-contractors, which may exist between their firms and the City of East Providence.

All Bidders and their subcontractors and business partners must disclose with their Bid, the name of any officer, director, agent or employee who is also an employee or family member of an employee of the City of East Providence.

Further, the Bidder must disclose the name of any City of East Providence employee or family member or any elected official who owns, directly or indirectly, an investment or other proprietary interest, in the firm or any of its parent company, subsidiaries or affiliates.

The Bidder and all sub-contractors and business partners shall disclose in writing as part of their Bid, any familial, personal or business relationships between members of Bidders, sub-contractor's or business partner's firms and members of the City of East Providence, whether or not there is any belief that the relationship might constitute a possible conflict of interests.

BIDDING FIRM:

SIGNATURE:

DATE:

PRINT NAME:

TITLE:



City of East Providence
Attn: Procurement Specialist

ELECTRONIC BID DOCUMENT NOTIFICATION OF RECEIPT

In order to compile a complete listing of all recipients of the initial bid package please return this completed form by e-mail to Controllers@eastprovidenceri.gov

It is the responsibility of all potential bidders to ensure any and all addenda are downloaded from the City website <https://eastprovidenceri.gov/rfp>

The undersigned hereby acknowledges electronic receipt of the bid documents for the procurement specified below.

From:

Company Name: _____

Contact Name: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

RFP Number and Title: _____

Date: _____