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Member

Date: February 6, 2008

The Honorable David N. Cicilline
Chairman, Board of Contract and Supply
City Hall
Providence, RI 02903

Dear Mayor Cicilline

Please advertise for Organization and Facility Assessment For The Providence Water Supply Board

at the Board meeting of February 19, 2008

Funds are available in Account code # 845-845-55137 and the cap is Not to Exceed \$50,000

Bids are to be opened on March 17, 2008

Respectfully submitted,

A handwritten signature in cursive script that reads "Pamela M. Marchand".

Pamela M. Marchand, P.E.
Chief Engineer & General Manager

Finance approval: _____

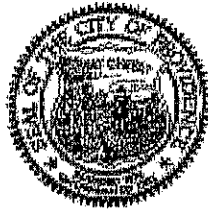
WWW.PROVWATER.COM

VENDOR LIST

O' AHLBURG & SONS INC.
47 MOLTER STREET
CRANSTON, RI 02920
401-467-6300

DIMEO CONSTRUCTION
75 CHAPMAN STREET
PROVIDENCE, RI 02905
401-781-9800

GILBANE CONSTRUCTION
7 JACKSON WAY
PROVIDENCE, RI 02903
401-456-5800



CITY OF PROVIDENCE
STATE OF RHODE ISLAND
BOARD OF CONTRACT AND SUPPLY

TERMS AND REQUIREMENTS FOR BIDDING

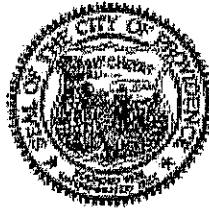
Item Description: Organization and Facility Assessment for The Providence Water Supply Board

Date and Time to be opened: March 17, 2008

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. At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting, City Council Chambers, third floor City Hall

INSTRUCTIONS

1. Vendors must submit sealed bids in the bid envelope provided (or in an envelope clearly labeled with the above captioned item or work). The bid envelope and information relative to the bid must be addressed to the Board of Contract and Supply, Department of the City Clerk, City Hall, Providence, RI 02903. 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.
2. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
3. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
4. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected.
5. Bids **SHOULD BE TOTALED**. Do not group items; price each item individually. Awards may be made on the basis of **total** bid or by **individual items**.
6. Each bidder is required to state in his proposal his full name and place of residence; and must state the names of all persons or firms with whom he is submitting a joint bid. All bids **SHOULD BE SIGNED IN INK**.



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

NOTICE TO VENDORS

1. The Board of contract and Supply will make the award to the lowest responsible bidder who submits bid.
2. No proposal will be accepted if made in collusion with any other bidder.
3. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with R.I. General Laws (as amended). Sections 7-1.1-99, 7-1.1-105, 7-1.1-106
4. The Board of Contract and Supply reserves the right to reject any and all bids(s)
5. In determining the lowest responsible bidder, cash discounts for payment less than thirty (30) days will not be considered.
6. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
7. Competitive prices may be obtained by all bidders attending formal bid opening. After a reasonable lapse of time, tabulation bids may be seen by applying in person at the Department of the City clerk, City Hall, Providence. Telephone or written requests for the above will not be honored.
8. 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.
9. In case of error in the extension of prices quoted, the unit price will govern.
10. The contractor will not be permitted to either assign or underlet the contract, nor assign either legally or equitably any moneys hereunder. Or its claim thereto without the previous written consent of the City Purchasing Director.
11. Delivery dates must be shown in your bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
12. A certificate of insurance may be required of a successful vendor.
13. Bids may be submitted on an "equal" in quality basis. We reserve the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
14. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Laws concerning payment of prevailing wage rates apply (See R.I. General Laws Sec. 37-13-1 et seq. As amended)
15. No goods should be delivered or work started without a Purchase Order.
16. Please submit **one original and three copies** of your bid to the City Clerk.



CITY OF PROVIDENCE
STATE OF RHODE ISLAND
BOARD OF CONTRACT AND SUPPLY

CONSTRUCTION AND SERVICE BID TERMS

1. The Board of Contract and Supply will not consider any bid unless it is accompanied by a CERTIFIED CHECK FOR \$ 0.00 to be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder; OR
2. The Board of Contract and Supply will not consider any bid not accompanied by a bid bond in the amount of 0.00 per centum (%) of the proposed total price, to be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and in default thereof, the amount of such check or bid bond shall be retained for the use of the City as liquidated damages on account of such default.
3. A performance and payment bond with a satisfactory surety company will be posted by the successful bidder in a sum equal to one hundred per centum (100%) of the awarded contract
Required Not Required
4. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Board of Contract and Supply.
5. Awards will be made within sixty (60) days of bid opening. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
6. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.
7. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
8. The successful bidder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker's Compensation Act Title 28, Chapter 29, Section 1, et seq. (R.I.G.L.). If the successful bidder is exempt from compliance under the Worker's Compensation Act, an officer of the successful bidder shall so state by way of sworn Affidavit, which shall accompany the signed contract.
9. The successful bidder shall prior to commencing performance under the contract attach and submit a certificate of insurance, in a form and in the amount satisfactory to the City by which the successful bidder will indemnify and hold harmless the City during the term of the contract from and against all loss or damages arising from the performance under the contract including all claims for personal injury or damages to property sustained by third persons, or their agents, servants and/or those claimed under them.

INTRODUCTION

The purpose of this RFP is to obtain a complete evaluation of the physical condition of our current facilities and a review of our overall operations to ascertain recommendation to upgrade current facilities or consider other options to improve efficiency.

Providence Water whose main office building is located at 552 Academy Avenue, Providence, RI. Providence Water is a full service utility supplying drinking water and fire protection to 60 percent of the State's population in 14 communities.

Providence Water employs approximately 260 employees located at three facilities; the purification plant located in Scituate, a modular office building for our Engineering and Finance operations located on Scituate Avenue in Cranston, and our main Administration building located at Academy Avenue in Providence.

The Cranston facility contains 12,600 sq. ft. office, a 40 million gallon distribution reservoir and pump station and record storage area situated on 30 acres of land located in a predominately residential area. The Providence facility is located on 2.75 acres in a mixed residential district. The building footprint is approximately 36,000 sq. ft. and contains several administrative offices, construction equipment, a Customer Service area, maintenance and automotive, along with an Inventory stockroom. Other offsite areas are also used for storage of records and inventory. The Providence Administrative Office contains within its footprint a large garage with an area approximately 24,000 sq. ft. which houses many vehicles and equipment overnight. Office space is approximately 20,000 sq. ft. All of our major operating systems (telephone, data, security) are contained within this facility and therefore support and control our operations in our other locations.

PRE-BID MEETING

A general pre-bid meeting will be held on Wednesday, February 27, 2008 at 10:00 am at 420 Scituate Ave., Cranston, RI for interested firms to clarify any issues with respect to this RFP.

PROJECT BACKGROUND

The purification plant is located in Scituate and is in close proximity to the Scituate Reservoir and has undergone many upgrades and in our opinion is adequate. The Cranston facility is approximately 10 years old, holds approximately 50 employees, parks 20 city vehicles, 50 employee vehicles and 10 customer spaces.

The Providence facility is approximately 100 years old has had many upgrades and contains 150 employees half of which work outside the facility. There are 70 city vehicles parked there including backhoes and large trucks, 150 employee vehicles and

there are 6 customer parking spots. This facility sits in the middle of a residential area has many ongoing maintenance issues and appears to be too small for current operations.

PURPOSE

Providence Water is requesting to engage the services of a qualified firm to provide a comprehensive analysis of our Cranston and Providence facilities. This analysis shall include a comparison of present and future repair cost for both these facilities, location and efficiency of operations, storage of equipment and supplies, identifying deficiencies, estimate improvement costs, and make recommendations on upgrading existing facilities, combining facilities, or building a new facility to improve the overall organizational operation.

This work will be conducted in two Phases as defined in Section 4.0, Scope of Services.

1.0 INFORMATION TO ALL BIDDERS

- 1.1 Providence Water reserves the right to cancel the contract at any time with 30 days written notice and compensate the Firm for the proportionate share of work completed through the date of notice to terminate.
- 1.2 This RFP requests "lump-sum" bid amounts with appropriate supplemental schedules. All costs must be included in the lump sum price. No additional fees will be paid.
- 1.3 The award of this Contract in no way obligates the City of Providence to expend the entire dollar amount quoted by the Firm. Providence Water reserves the right to delete specific tasks from the proposal.
- 1.4 The names of any subcontractors to be used by the Firm must be submitted in the proposal for approval. Providence Water reserves the right to approve or disapprove any subcontractor, and subcontractors shall be able to provide performance references upon the request of Providence Water. The Firm will be solely responsible for the completeness and adequacy of all work performed by his/her subcontractors under this contract, and no contractual relationship shall be created between a subcontractor and Providence Water under this contract.
- 1.5 Each phase must be completed within 60 days from the notice to proceed.
- 1.6 All final reports, will first be delivered in draft form and allow Providence Water 10 business days to review and comment prior to submittal of final report be delivered to Providence Water

- 1.7 Failure to comply with any conditions of the contract specifications will be cause for suspension of the operation and/or termination of the contract.
- 1.8 If the contract is terminated by the Firm, the Firm shall be liable for any damages incurred by Providence Water resulting from the Firm's breach of the contract.
- 1.9 The successful bidder agrees to indemnify and hold harmless the City of Providence, Providence Water, its officers, members, agents, employees and successors, from and against any and all claims or liability for injury or damage that may result from their actions. It is further understood and agreed that the successful bidder, its agents and employees are to be considered independent contractors for the sole purpose of this project. Neither the successful bidder, its employees and/or agents are to be considered employees and/or agents of the City of Providence and/or Providence Water.
- 1.10 Firm will provide an Original Certificate of Insurance coverage, as described in the Certificate of Insurance attachment. The certificate must read **"The City of Providence, Providence Water Supply Board, its Officers and Agents are named as additional insured"**.
- 1.11 All products, data, and reports generated from this project will be the sole property of Providence Water.
- 1.12 Fees should include all anticipated hours for each phase, all subcontractor costs (if applicable), and all anticipated direct costs. There shall be no assumed contingencies included with the anticipated fees. Invoicing for such projects shall not exceed the lump sum provided. Work required that exceeds this limit shall be performed at the expense of the Firm, and at no additional expense to Providence Water, unless it can be shown that the scope of work was changed from that originally assigned; if the Firm believes that the assigned scope has changed they shall immediately notify Providence Water in writing prior to performing the additional work. No additional compensation will be made by Providence Water for changed in scope unless advance written acceptance of the change in scope has been received from Providence Water by the Firm. Hourly rates used for invoicing these projects will be those quoted by the Firm on the "Bidder's Blank Attachment".
- 1.13 The chosen Firm(s) will be under contract to the City of Providence, Providence Water.
- 1.14 Providence Water through the Board of Contract and Supply reserves the right to make an award or to reject any and all offers based upon what it considers to be in its best interest.
- 1.15 The successful proposer(s) must be registered to do business in Rhode Island in accordance with RI General Laws (as amended) Sections 7-1.1-99,7-1.1-105,7-1.106(Applies to out of state corporations).

- 1.16 It is the intent of Providence Water to award this contract to one firm with its subcontractors and not to divide the award with several firms. Providence Water understands that firms may need to subcontract some required services. All subcontractors will be listed in RFP along with each qualification.
- 1.17 Firm will submit one(1) original and four(4) copies of proposed bid.
- 1.18 Any questions should be directed to Joseph Spremulli, (401)521-6300 ext. 7210.

2.0 PROPOSAL REQUIREMENTS

2.1 Each bidder's proposal shall contain the following elements:

2.1.1 Approach to Project

This section should illustrate the Firm's broad understanding of the project, the Firm's technical approach and ability, as well as a description of the steps to be taken in the process, and a listing of site visits and client meetings needed to accomplish the objectives defined in Section 1.0 herein.

2.1.2 Experience of Bidding Firm / Qualifications of Project Team

In order for a firm to successfully complete this project, a variety of professional services are required, such as General Contracting, Construction Management and rehabilitation work, Architectural and Engineering(space planing and design, environmental and structural) commercial real estate(zoning, current market conditions and available comparable properties)

This section shall include the following information:

- (a) A description of the Firm's business background (and all proposed subcontractors, including their financial position), an estimated percentage of total tasks subcontracted to others, subcontractors' main address, telephone numbers, and names of principals.
- (b) An identification of the Firm's staff and/or subcontractors proposed as members of the project team, and the duties, responsibilities, and concentration of effort which apply to each. The Firm is also required to provide resumes, curricula vitae, or statements of prior experience and qualification for each professional assigned.
- (c) A comprehensive listing of similar projects undertaken and/or clients served within the last five years, including a brief description of the projects, name,

- address, telephone number, and contact person of each client referenced;
- (d) An outline describing the estimated timetable to develop and implement the project, including a detailed schedule for each phase of the program, complete with projected delivery dates for each deliverable described herein. This schedule must clearly state the projected hours/days required to complete each phase.
 - (e) Respond firms must have a minimum of ten(10) years experience and demonstrated ability in the above mentioned services.

2.1.3 Pricing

Provide in Bidder's Blank the lump sum totals of costs. Totals to include all charges for meetings, including all travel costs and expenses.

2.1.4 Hourly Rates

In the event additional duties are required beyond the scope of work, fixed hourly rates for positions shall be submitted as an attachment to the Bidder's Blank. Each hourly rate shall be provided as a fixed singular figure; ranges will not be accepted. The positions listed shall cover all disciplines required. Verification that the firm and personnel are qualified and can provide all disciplines required for the categories being proposed shall be provided.

3.0 SELECTION CRITERIA

Those Firms responding to this Request for Proposals will be evaluated on the following:

- 3.1 Firm's approach and understanding to project;
- 3.2 Competitiveness of the Firm's price bid to research, recommend, procure and deliver the reports as defined in this document.
- 3.3 The Firm's qualifications, experience and capability to render required services within time constraints and within budget
- 3.4 Compliance with all Bid Requirements, including full completion of the Bidder's Blank.
- 3.5 Providence Water reserves the right to ask firms to attend a meeting with Providence Water representatives, prior to award, to help in evaluating proposer's qualifications.

4.0 SCOPE OF SERVICES

PHASE 1

Comprehensive analysis of Cranston and Providence Facilities. Physical, mechanical environmental systems.

- Estimated costs to cure current and future deficiencies.
- Operational analysis of departments at both facilities, determine effectiveness and recommend solutions to increase efficiency.
- Consultant would interview upper management staff and maintenance personnel to better understand operations.
- Determine proper space for all office and construction operations including room for expansion.
- Final reports should include necessary square footage appropriate locations and overall needs assessment.

PHASE 2

- Once cure costs and operational deficiencies are defined in Phase 1, Firm must compare those factors vs. re-location or combining both facilities. Comparison should include new construction, rehabilitation of an existing facility/building, and functional locations. Any new or rehabilitated facility would be of a long term, average quality, energy efficient type structure.
- The report should show current market conditions, existing facilities with appropriate space available, preference locations, and the cost per sq. ft. including future growth and storage for a newly constructed facility.
- The overall report will review all costs and benefits vs. deficiencies for expansion of current facilities, building new, and total rehabilitation of older existing properties.
- Firm should review current property owned by PWSB and if this should factor in any final decision.

Certificate of Insurance

1. The Original Certificate of Insurance must be sent to the Providence Water Supply Board, 552 Academy Avenue, Providence, RI 02908 ATTN: **Joseph Spremulli**
2. Certificate must be completely filled out listing all Insurance Companies, Coverages, and Limits. The Providence Water Supply Board (PWSB) requires the following insurance requirements.
 - A) **Worker's Compensation and Occupational Disease Insurance:**
Worker's Compensation and Occupational Disease Insurance, In statutory amounts, Covering all employees of the contractor. Employer's liability coverage with limits of not less than \$500,000 each accident or illness shall be included.
 - B) **Commercial General Liability Insurance:**
Commercial Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and/or property damage liability \$2,000,000 in the aggregate. Products/completed operation, independent contractors, and contractual liability coverages are to be included. No exclusions for rigging, hoisting, explosions, collapse and/or underground. Completed operations coverage must remain in effect for a period not less than 2 years after the completion of all work. **"The City of Providence, Providence Water Supply Board, its officers and agents are to be named as an additional insured"**.
 - C) **Automobile Liability Insurance:**
When any motor vehicles are used in connection with the work to be performed the Contractor shall maintain Automobile Liability Insurance with limits of not less \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. **"The City of Providence, Providence Water Supply Board are to be named as additionally insured"**.
 - D) **Builder's Risk Policy:**
When a free standing unit is to be constructed or any addition to our facilities made in connection with the work specified, the Contractor must provide Builder's Risk Insurance or an Installation Floater covering all risks with limits equal to the award of the contract.
 - E) **Professional Liability Insurance:**
When any architects, engineers, or consulting firms perform work in connection with any contract, the contractor shall maintain Professional Liability Insurance with limits not less than \$2,000,000 per occurrence and aggregate.

3. The insured name must be the same name as the name on the bid submitted.
4. Insurance Certificates should state the Title of Project to be performed. (PLEASE SEE THE ATTACHED SAMPLE)
5. Certificate must read that "The City of Providence, Providence Water Supply Board, its Officers and Agents are named as additional insured."
6. Certificate Holder provision of the certificates must list "The City of Providence and the Providence Water Supply Board."
7. Cancellation and/or reduction in coverage must provide 30 days written notice.
8. The successful bidder must produce a satisfactory Certificate of Insurance within 10 days after award. No work will begin or contract signed unless all these requirements are met. Failure to do so may result in the cancellation of the award and award to another bidder.

The insurances specified shall be carried until all work required to be performed under the terms of the CONTRACTOR's services are satisfactorily completed and for a period of at least two years after the date when final payment becomes due. Failure to carry or keep such insurance in force shall constitute a violation of the contract, and the Providence Water Supply Board maintains the right to stop work and/or withhold payment until proper evidence is provided.

The insurance shall provide for 30 days prior written notice to be given to the Providence Water Supply Board in the event coverage is substantially changed, canceled, or not renewed.

In no case shall the coverage limits stated for Commercial General Liability, Automobile Liability, or Professional Liability insurance stated above be less than the total contract amount. If the total contract amount exceeds any stated limit the limit shall be adjusted to the satisfaction of the OWNER to the next highest \$1,000,000 exceeding the total contract amount.

The Providence Water Supply Board maintains the right to modify, delete, alter or change these requirements.

The successful bidder understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and save harmless the Providence Water Supply Board.

For additional information contact Joseph Spremulli at (401) 521-6300 ext. 7210.

(SAMPLE ATTACHED)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ADD \$ AGG \$
	EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$

Sample

Sample

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: _____
 The City of Providence, Providence Water Supply Board, its officers and agents are named as additional parties insured for all work performed for the additional insureds.

CERTIFICATE HOLDER The City of Providence and The Providence Water Supply Board 552 Academy Avenue Providence, RI 02908	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE _____



MINORITY AND WOMEN'S BUSINESS ENTERPRISE PROGRAM

BIDDER INFORMATION AND FORMS:

Contracting Agency:

Contract Number:

Contract Title:

Pursuant to the City of Providence Code of Ordinances Chapter 21, Article II, §21-52 (Minority and Women Business Enterprises) and Rhode Island General Laws (as amended), Chapter 37-14.1 et seq. (Minority Business Enterprise), Minority Business Enterprise (hereinafter referred to as "MBE") and Women's Business Enterprise (hereinafter referred to as "WBE") participation goals apply to this contract.

The MBE goal is _____ 10% of total bid

(20% total applied)

The WBE goal is _____ 10% of total bid

Bid Requirements:

Bid must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals stated above. Bidder must submit the following completed documents with the bid:

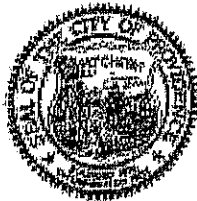
1. MBE and WBE participation Disclosure Forms (Part B1 and Part B2)
2. Statement of Intent Forms (Part C)
3. MBE/WBE Participation Affidavit (Part D)
4. MBE/WBE Participation Waiver Request form (Part E) & Information on unsuccessful MBE/WBE contract, if applicable.
5. Subcontractor utilization form (Part F), if applicable.

Verifying Certification:

Each bidder is responsible for verifying that all MBEs and WBEs that the bidder intends to use on a contract are certified by the Minority Business Enterprise Compliance office. A directory of certified MBEs & WBEs is available online at www.mbe.ri.gov (click "Directory Search"). For questions, please call (401) 421-7740 Ext. 397. The current MBE/WBE directory is also available at the State of RI MBE office, One Capitol Hill, 2nd Floor, Providence, RI 02903. Please call (401) 674-8253 to verify certification, expiration dates and services that the MBE or WBE is certified to provide.

NOTE:

Companies identified as Portuguese are not included in the City of Providence MBE/WBE Program)



Contract Requirements:

During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract. Before a contract is signed, the contractor must submit the Subcontractor Utilization Form with its final payment request. The Subcontractor Utilization Form will include a list of the names of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE, the total amount paid to each subcontractor, and the owner's race/ethnicity and sex.

Note: (If a bidder fails to provide the requested information the bidder will be deemed to be unresponsive)

Waiver Requests:

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. No waiver will be granted unless the waiver request includes documentation that demonstrates that the bidder has made good faith efforts to comply.

Participation of MBE/WBE:

The total dollar value of a contract with a company certified as both MBE and WBE (M/WBE) may be counted towards either MBE or the WBE goal, but not both. The bidder must choose the goal to which the contract value is applied.

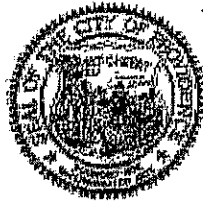
Non-affiliation:

A bidder MAY NOT use an MBE or WBE to meet a contract goal if:

1. The bidder has a financial interest in the MBE or WBE.
2. The bidder has an interest in the ownership or control of the MBE or WBE.
3. The bidder is significantly involved in the operation of the MBE or WBE.

Commercially Useful Function:

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise, and responsibility to perform, manage and supervise.



Subcontracting by MBE or WBE:

A bidder MAY NOT count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE's or WBE's Contracts for the purchase of materials, equipment, or supplies incidental to the performance of services under its agreement with the bidder.

Manufacturers:

A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE manufacturer.

Supplier:

Manufacturers - A bidder may count towards the contract goal 100% of its expenditure to a certified MBE or WBE supplier who manufactured the goods supplied.
Non-Manufacturers - A bidder may count 100% of its expenditure to a certified MBE or WBE supplier who is a wholesaler warehousing the good supplied or who is a manufacturer's representative. (However, only 10% of each contract goal may be attained by expenditure to MBEs or WBEs that are non-manufacturing suppliers.)

Joint Ventures:

A bidder may count toward the contract goals the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE that is a member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control, and management of the joint venture.

Insurance Companies and Travel Agents:

A bidder may count toward the contract goals only 10% of its expenditure to a MBE or WBE insurance company or travel agent.

Financial Institutions:

A bidder may count towards the contract goals only the fees charged and earned by an MBE or WBE company.



MINORITY AND WOMEN'S BUSINESS ENTERPRISE PROGRAMS

MBE AND WBE PARTICIPATION REQUIRED FORMS

Name of Bidder: _____

Address: _____

Phone Number(s): _____

Contracting Agency: _____

Contract (Project Title): _____

Bid Due Date: _____

Goals: MBE _____ % WBE _____ %

**THIS PACKAGE OF MBE AND WBE PARTICIPATION FORMS IS DUE WITH THE BID.
FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS, CONTACT:**

Olayinka Y. Oredugba, Esq.
MBE/WBE Compliance Officer
Human Resources Department
Room 401
25 Dorrance Street
Providence, Rhode Island 02903
(401) 421-7740 Ext. 250
(401) 272-0867 Fax
oooredugba@providenceri.com

Kehinde O. Adegoke
MBE/WBE Coordinator
MBE-WBE Office, Room 108
25 Dorrance Street
Providence, Rhode Island 02903
(401) 421-7740 Ext. 397
(401) 272-0867 Fax
kadegoke@providenceri.com



Part A:

(See Note on Page 6.)

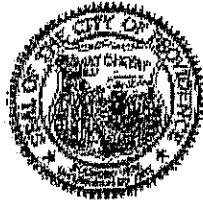
INSTRUCTIONS:

The instructions clarify the requirements of RIGL §37-14.1. Failure of any Bidder, Contractor or Subcontractor to comply with RIGL §37-14.1 shall be a material breach of contract.

The following Forms are included with this packet:	
Part A	Instructions
Part B1	MBE Participation Disclosure Form
Part B2	WBE Participation Disclosure Form.
Part C	Prime Contractor's Statement of Intent Form -- This statement shall be completely executed for each and every MBE and WBE named in Part E.
Part D	MBE / WBE Participation Affidavit -- to be completed by Bidder.
Part E	MBE / WBE Participation Waiver Request Form. If you are unable to meet the MBE and WBE participation goals for this contract, the law requires you to submit a waiver request with the bid. You must also submit "Information on Unsuccessful MBE/WBE Contact" Form.
Part F	Subcontractor Utilization Form.
ALL FORMS MUST BE INCLUDED AND SUBMITTED ALONG WITH THE BID	

Note: **MBE AND WBE PARTICIPATION FORMS** may be available electronically, for information contact:

Olayinka Y. Oredugba, Esq.
MBE/WBE Compliance Officer
Human Resources Department
Room 401
25 Dorrance Street
Providence, Rhode Island 02903
(401) 421-7740 Ext. 250
oooredugba@providenceri.com



Part B1:

MBE PARTICIPATION DISCLOSURE FORM

Use this form to list Minority Business Enterprises that you will use to meet the MBE Participation Goal. Please be reminded that:

The same Subcontractor may not be used to meet both the MBE and WBE goals.

Prime Contractor's Name:

Prime Contractor's Address:

Prime Contractor's Phone Number(s):

Contract Number & Title:

MBE SUBCONTRACTORS				
Name:	Project Vendor Number	Expiration Date	\$Amount of Subcontract	% of Total Contract

Total Dollar Amount of Contract \$ _____

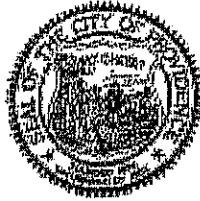
Total Dollar Amount of MBE Subcontracts \$ _____

TOTAL MBE PERCENTAGE OF ENTIRE CONTRACT _____%

Form Prepared by:

Name & Title	Phone	Date
--------------	-------	------

Note: Bidders who fail to supply the above information will be considered Non -Responsive.



Part B2:

WBE PARTICIPATION DISCLOSURE FORM

Use this form to list Minority Business Enterprises that you will use to meet the WBE Participation Goal. Please be reminded that:

The same Subcontractor may not be used to meet both the MBE and WBE goals.

Prime Contractor's Name: _____

Prime Contractor's Address: _____

Prime Contractor's Phone Number(s): _____

Contract Number & Title: _____

WBE SUBCONTRACTORS				
Name:	Project Vendor Number	Expiration Date	\$Amount of Subcontract	% of Total Contract

Total Dollar Amount of Contract \$ _____
 Total Dollar Amount of WBE Subcontracts \$ _____
TOTAL WBE PERCENTAGE OF ENTIRE CONTRACT _____%

Form Prepared by:

Name & Title	Phone	Date
--------------	-------	------

Note: Bidders who fail to supply the above information will be considered Non -Responsive.



Part C:

MBE/WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT

Complete a separate Form for each MBE and WBE identified in Part B.

Contract Name and Number:
Name of Prime Contractor:

Prime Contractor's Phone Number(s):

Name of MBE or WBE:

MBE or WBE Certification Number:

Work / Service to be performed by MBE or WBE: (ex: Carpentry and Painting)

Materials / Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$_____ (If this is a requirements contract, the subcontract dollar amount may be omitted).

Subcontract percentage of total contract: _____ % _____

The undersigned prime contractor and subcontractor agree to enter into a contract for the work / service indicated above for the dollar amount or percentage indicated, subject to the prime contractor's execution of a contract with the City of Providence for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Providence Minority and Women's Business Opportunity Office.

Signature of Prime Contractor (Required)

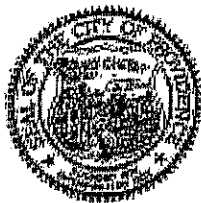
Printed Name

Date

Signature of MBE or WBE (Required)

Printed Name

Date



Part D:

MBE/WBE PARTICIPATION AFFIDAVIT

The undersigned authorized representative of contractor does hereby make the following Affidavit:

Contractor acknowledges the MBE goal of _____ 10% and the WBE goal of _____ 10% for contract No./Title _____ with the City of Providence.

My firm will make best efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my company must submit to the Minority and Women's Business Coordinator at MBE/WBE office copies of all executed agreements with the MBE & WBE firm being utilized to achieve the participation goals and other requirements of the RI General Laws. I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and any other documentation and reports required by the MBE and WBE Office on a quarterly basis verifying payments to the MBE and WBE finally utilized on the contract.

I understand that if I am awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.

I understand that, if awarded this contract, authorized representatives of the City of Providence may examine, from time to time, the books records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

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.

Contractor Company Name Signature

Address Print Name and Title

Sworn and subscribed before me this _____ day of _____, in the year _____

Notary Public



Part E:

MBE / WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder: _____

Address: _____

Phone Number(s): _____

Contracting Agency: _____

Contract Number: _____ Bid Due Date: _____

Goals on this contract: _____% MBE _____% WBE

I have achieved _____% MBE _____% WBE

I am requesting a waiver of _____% MBE _____% WBE

I have contacted the M/WBE Office for assistance Yes No (check one)

Number of MBE Firms Contacted: _____ (Attach a list of names)

Number of WBE Firms Contacted: _____ (Attach a list of names)

Explain why a waiver is being requested:

Attach documentation of your good faith efforts to contact, negotiate and secure MBEs and WBEs, including:

1. The reasons why your company is unable to secure sufficient MBE/WBE participation to meet the stated goals.
2. The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs.
3. For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion.
4. **Submit this form to the City of Providence MBE/WBE Office for signature and approval by either the MBE/WBE Compliance Officer or the MBE/WBE Coordinator. All requests must be made at least four (4) days prior to the bid opening date.**

Signature of M/WBE Officer or MBE/WBE Coordinator

Date

Printed Name:



Part F:

SUBCONTRACTOR UTILIZATION FORM

THIS FORM MUST BE INCLUDED WITH REQUEST FOR FINAL PAYMENT

Prime Contractor's Name: _____

Contract Title: _____

Contract Number: _____

Total Contract Amount: \$ _____

Provide the following information for EACH AND EVERY Subcontractor, both MBE/WBE and Non-MBE/WBE companies used on this contract. (Duplicate this page, if necessary.)

Name of Subcontractor: _____	Goods or Services Provided on Subcontract: _____
Race / ethnicity and sex of subcontractor's owner: _____ (Note: please list the race or gender of MBE/WBE only.)	Dollar amount of subcontract: _____
Dollar amount paid to date: _____	If amount paid is less than subcontract dollar amount, explain why. _____
Name of subcontractor: _____	
Name of subcontractor: _____	



INFORMATION ON UNSUCCESSFUL MBE/WBE CONTACT

Minority Business Enterprise Requirements

Additional copies of this information form shall be prepared by the prime contractor or General Bidder in the quantity necessary to comply with bidding requirements.

ITEM NO. ON REQUEST FOR EXTENSION: _____

NAME OF MBE or WBE COMPANY CONTACTED:

Address _____

Telephone No. _____

Date of Initial Contact _____

How was contact made? (Check appropriate answer) telephone In person
Sub-Contractor work offered to this MBE/WBE Company:

Result of contact (check appropriate answer)

- MBE/WBE firm declined job
- MBE/WBE firm offered to do job at price of \$_____, which was determined by our company to be to High
- MBE/WBE company offered to do job at a price of \$_____ which was satisfactory, but the MBE/WBE Company was judged by our company to be unqualified for the job

Name and Title of the MBE/WBE company officer who can verify above information as to MBE/WBE Company's response _____

It is certified herewith by the below signed officer of the General Bidder that the above information is accurate and complete.

Date General Contractor

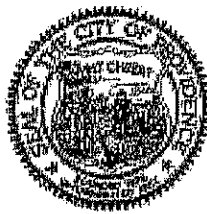
Authorized Signature Business Address

BIDDER'S BLANK

Phase 1 Lump Sum \$ _____

Phase 2 Lump Sum \$ _____

Firm to attach a separate a schedule of hourly rates for additional work beyond the scope of work if necessary.



CITY OF PROVIDENCE
STATE OF RHODE ISLAND
BOARD OF CONTRACT AND SUPPLY

BIDDERS BLANK

Name of Company:	Organization and Facility Assessment For The Providence Water Supply Board
Agrees to bid on: Items(s) to be bid	
Date of Award	
Total Amount in Writing:	
Total Amount in Figures:	

Additional Bidding Details (Use Additional Pages if Necessary)

Federal ID# or Social Security #:	
Signature:	
Title of Person signing:	
Firm Name:	
Address:	
Phone #:	
Delivery Date:	
Name of Surety Company	