



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

# REQUEST FOR PROPOSALS

**Item Description:** MOTOR VEHICLE AUTO BODY REPAIRS – TWO-YEAR CONTRACT WITH TWO ONE-YEAR OPTIONS

**Procurement/MinuteTraq #: 41476**

**Date to be opened: 8/28/2023**

**Issuing Department:** Public Property

## **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.
  - Email: [purchasing@providenceri.gov](mailto:purchasing@providenceri.gov)
    - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - Email: [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov)
    - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
  - Name: Cesar Teo
  - Title: Fleet Manager
  - Email Address: [cteo@providenceri.gov](mailto:cteo@providenceri.gov)

## **Pre-bid Conference**

There is no pre-bid conference scheduled for this item.

**Deadline for questions submissions:** 8/17/2023 by 2:00 PM (EST)



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**INSTRUCTIONS FOR SUBMISSION**

**Meeting Date: 8/28/2023**

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 3<sup>rd</sup> 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 **NOT** requested to be provided in your initial bid by design.*

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



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**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/ 1<sup>st</sup> page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> 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 11-15) or on:*

<https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>

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

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

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



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**BID TERMS**

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
  - a)  A certified check for \$\_\_\_\_\_ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
  - b)  A bid bond in the amount of \_\_\_\_\_ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
  - c)  A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
  - d)  No financial assurance is necessary for this item.
2. Awards will be made within **sixty (60) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

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

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

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

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



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**BID FORM 1: Bidders Blank**

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

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

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

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

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

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

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

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

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

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

Total Amount in Writing\*: \_\_\_\_\_

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



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

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

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

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

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

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

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

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



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

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

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

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

understanding that:

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

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

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

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

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





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**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.

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

Position in the “Business” \_\_\_\_\_

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

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

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

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

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

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

a. Members of the Providence City Council?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



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c. The Mayor of Providence?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

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

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

\_\_\_\_\_  
Signed under the pains and penalties of perjury.

\_\_\_\_\_  
Position



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**WBE/MBE Form Instructions**

The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City's procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, [Sec. 21-52](#) (Minority and Women's Business Enterprise) and Rhode Island General Laws (as amended), Chapter 37-14, et seq. (Minority Business Enterprise), Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to contracts.

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.

**Only businesses certified with the State of Rhode Island** as minority and/or women business enterprises are counted towards the City's goals. Eligible minority or women-owned businesses are encouraged to seek certification from the State of Rhode Island Minority Business Enterprise Compliance Office at: <https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office>

**Note:** MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

**Bid Requirements:**

1. **All Bidders:** All bidders **must complete and submit the *MBE/WBE Participation Affidavit (page 13)*** indicating whether or not they are a state-certified MBE/WBE and acknowledging the City's participation goals. Submission of this form is **required with every bid. Your bid will not be accepted without an affidavit.**
2. **Bidders who will be subcontracting:** *In addition to the MBE/WBE Participation Affidavit*, Bidders who will be subcontracting must submit the ***Subcontractor Disclosure Form*** as part of their bid submission. All subcontractors, regardless of MBE/WBE status, must be listed on this form. Business NAICS codes can be found at <https://www.naics.com/search/>. Awarded bidders are required to submit ***Subcontractor Utilization and Payment Reports*** with each invoice.
3. **Waiver Requests:**
  - a) If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the ***MBE/WBE Waiver Request Form (page 14)*** and obtain approvals prior to bid submission.
  - b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to complete the ***MBE/WBE Waiver Request Form (page 14)*** and obtain approvals prior to bid submission.
  - c) If the contractor is a nonprofit organization, they are not required to complete the ***MBE/WBE Waiver Request Form***. However, the City of Providence requires the nonprofit organization to provide the ***MBE/WBE Participation Affidavit Form*** and proof of its nonprofit status.
  - d) If the contractor has researched the RI Certified minority list (<https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office/minority-business-enterprise-mbe>) and the state does not have any companies in the desired trade, the contractor must complete the ***MBE/WBE Waiver Request Form (page 14)*** and obtain approvals prior to bid submission.
  - e) Waivers will be considered for approval on a case-by-case basis.



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**Verifying MBE/WBE Certification**

It is the responsibility of the bidder to confirm that every MBE or WBE named in a proposal and included in a contract is certified by the Rhode Island Minority Business Enterprise Compliance Office. The current MBE/WBE directory is available at the State of RI MBE Office, One Capitol Hill, 2nd Floor, Providence, RI, or online at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide. Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

**Form Instructions:**

Access all bid forms from <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>. Download the forms as blank PDFs. Once saved on your computer, fill them out using the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved properly. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

**Assistance with Form Requirements**

Examples of completed forms can be found on the City of Providence website at <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>.

**Contract Requirements:**

Prime contractors engaging subcontractors must submit the *Subcontractor Utilization and Payment Report* to the City Department's Fiscal Agent with every invoice and request for final payment. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov). This form is not submitted as a part of the initial bid package.

For contracts with durations of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non- MBE/WBE, the total amount paid to each subcontractor for the given period and to date. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov). During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

**Questions?**

For more information or for assistance with MBE/WBE Forms, contact the City of Providence MBE/WBE Outreach Director, Grace Diaz, at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov) or (401) 680-5766.



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**MBE/WBE PARTICIPATION AFFIDAVIT**

Project /Item Description (as seen on RFP):

\_\_\_\_\_  
Prime Bidder: \_\_\_\_\_ Contact Email and Phone \_\_\_\_\_  
Company Name, Address and Trade: \_\_\_\_\_  
\_\_\_\_\_

Which one of the following describes your business' status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island?  MBE  WBE  Neither MBE nor WBE

**By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:**

It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to [Sec. 21-52](#) of the Providence Code of Ordinances and [Chapter 37-14 et seq.](#) of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

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.

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

If awarded the contract, I understand that my company must submit to the Minority and Women's Business Coordinator at the City of Providence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) 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.** 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. **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 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 Bidder

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

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

\_\_\_\_\_  
Date



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**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: \_\_\_\_\_

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

**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 and WBE where applicable. The directory of all state-certified MBE/WBE firms is located at [www.mbe.ri.gov](http://www.mbe.ri.gov). Business NAICS codes can be found at

<https://www.naics.com/search/>

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

Please read and initial the following statement acknowledging you understand. If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (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 Providence MBE/WBE Outreach Director. Initial \_\_\_\_\_ Required

\_\_\_\_\_  
Signature of Bidder

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



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**MBE/WBE Waiver Request Form**

**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](mailto: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.

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

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

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

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

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

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

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

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



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

## **BID PACKAGE SPECIFICATIONS**

The City of Providence is looking for qualified vendors to provide motor vehicle auto body repairs for city-owned vehicles.

### **Scope:**

The purpose of this request for proposal is to solicit offers from motor vehicle auto body repair vendors as may be required for vehicles owned by the City of Providence, including but not limited to the vehicles under the Department of Public Property, the Department Parks, among other city departments. To facilitate the repair process, the City intends to identify and award one or more repair facilities. The City of Providence does not guarantee a minimum number of repairs to any vendors who are selected. Vendors will be chosen by their location, workload scheduling and deliverables, and rates.

### **SCHEDULING:**

It is expected that the City of Providence vehicles will be given priority and the vendor will provide an anticipated completion date at the time of drop off. The vendor shall notify the City, in writing, why a completion date cannot be met. To maintain the highest level of quality, the City reserves the right to, and periodically may, conduct reinspection of any vehicle to which repairs have been made have been performed by a contract vendor.

### **WARRANTY:**

All repairs shall be performed in a workmanlike fashion, using replacement parts of aftermarket parts manufacture or with same quality. All repair services will be unconditionally warranted for a period of ninety (90) days following the date of original repair, except where the normal Warranty extended by the contractor, or that extended by parts manufacturer, exceeds this period. All repair/service recalls shall be performed at no cost to the City; additionally, the City shall not honor any charges for subsequent or consequential damages occasioned by the repair service.

### **EVALUATION OF OFFERS:**

All vendors and subcontractors (if utilized) will be subject to thorough background check. Vendors will be required to submit a list of employees and subcontract employees (if utilized). The vendor will be required to update this list if new employees are hired/ terminated during the contract period. A criminal records investigation of prospective vendors and employees of the vendors shall be conducted.

The City of Providence reserves the right to disqualify vendors if the City determines, in its sole discretion, that the background of any vendor, an employee or subcontractor of the vendor would lead a reasonable person to believe that it would be inappropriate to permit such a firm or individual to perform the required services on City vehicles.





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

**Technical Proposal Summary**

Vendor Name:		
Address:		
Telephone:		
Name of Surety Company:		
Number of Repairs/Service Bays:		
Number of vehicles that can be worked on simultaneously:		
Does your facility have a locked secure area for housing vehicles?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Number of employess:		
Do you utilize subcontract employees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No



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

Bid Sheet

<b>Motor Vehicle Auto Body Repairs:</b>	<b>Hourly Labor Rate - \$</b>
Sheet Metal Repairs	
Body Repairs	
Frame Repairs	
Structure Repairs	
Electrical Repairs	
Glass Repairs	
Detail Repairs	
Mechanical Repairs	
Paint Repairs	

Hazardous Materials Charge (One Charge Per Vehicle): \$
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<b>Parts and Equipment:</b>	
New Parts/Equipment +/- Percent off List:	
After Market Parts/Equipment +/- Percent off List:	
Remanufactured Parts/Equipment +/- Percent off List	

## 2023 Fleet inventory

### Department

Name	Type	Year	Plate	Make and Model	
City Poll EV-Fleet	SEDAN	2022	6024	NISSAN	Leaf
City Pool EV-Fleet	SEDAN	2022	5561	NISSAN	Leaf
City Pool EV-Fleet	SEDAN	2022	5569	NISSAN	Leaf
City Pool EV-fleet	SEDAN	2022	5571	NISSAN	Leaf
City Pool EV-Fleet	SEDAN	2022	5568	NISSAN	Leaf
City Pool EV-Fleet	SEDAN	2022	5567	NISSAN	Leaf
City Pool EV-Fleet	SEDAN	2022	5560	NISSAN	Leaf
City Pool EV-Fleet	SEDAN	2022	5570	NISSAN	Leaf
City Pool EV-Fleet	SEDAN	2022	6023	NISSAN	Leaf
City Pool EV-Fleet	SEDAN	2022	5761	NISSAN	Leaf
City Pool Ev-Fleet	SEDAN	2022	5562	NISSAN	Leaf
City Pool Fleet	SEDAN	2006	1923	FORD	VIC
City Pool Ev-Fleet	SEDAN	2022	6045	NISSAN	Leaf
City Pool Fleet	SEDAN	2007	5731	FORD	TAURUS
City Pool Ev-Fleet	SEDAN	2022	6028	NISSAN	Leaf
City Pool Ev-Fleet	SEDAN	2022	5759	NISSAN	Leaf
City Pool Fleet	SEDAN	2009	5735	CHEVROLET	MALIBU
City Pool Fleet	SEDAN	2007	5734	FORD	TAURUS
City Pool Ev-flet	SEDAN	2022	6048	NISSAN	Leaf
City Pool Fleet	SUV	2015	5763	NISSAN	ROGUE
City Pool Fleet	SUV	2015	5764	NISSAN	ROGUE
City council	SUV	2019	5897	FORD	ECOSPORT
City Pool Fleet	SUV	2015	5768	NISSAN	ROGUE
City Pool Fleet	SUV	2015	5769	NISSAN	ROGUE
City Pool Fleet	SUV	2015	5773	NISSAN	ROGUE
City Pool Fleet	SUV	2015	5775	NISSAN	ROGUE
City Pool Fleet	SUV	2015	5776	NISSAN	ROGUE
City Pool Fleet	SUV	2015	5789	NISSAN	ROGUE
City Pool Fleet	SUV	2015	5862	NISSAN	ROGUE
City Pool Fleet	SUV	2015	5765	NISSAN	ROGUE
City Pool Fleet	SUV	2015	5767	NISSAN	ROGUE
City Pool Fleet	SUV	2015	5774	NISSAN	ROGUE
City Pool Fleet	SUV	2015	5790	NISSAN	ROGUE
City Pool Fleet	SUV	2015	5766	NISSAN	ROGUE
City Pool Fleet	SUV	2015	5778	NISSAN	ROGUE
City Pool Fleet	SUV	2015	5777	NISSAN	ROGUE
City Seargent	SUV	2019	5850	FORD	ECOSPORT
Public Property	PICK UP	2008	256	CHEVROLET	SILVERADO
Public Property	SUV	2019	6103	NISSAN	ROGUE
Public Property	SUV	2006	66	JEEP	Patriot
Public Property	SUV	2023	6184	FORD	EXPLORER

Public Property	TRAILER	2022	5566	BIG TEX	BUMPER
Public Property	TRAILER	2022	5599	BIG TEX	BUMPER
Public Property	VAN	2019	6019	NISSAN	NV200
Public Property	VAN	2020		NISSAN	NV200
Public Property	PICK UP	2007	642	GMC	SIERRA
Public Property	PICK UP	2005	5779	FORD	RANGER
Public Property	SUV	2016	5922	CHEVROLET	TAHOE
Public Property	PICK UP	2020	5838	FORD	F-250
Public Property	PICK UP 4X4	2022	510	FORD	RANGER
Parks	Pickup	2017		Chevy Crew Cab 4x4	
Parks	SUV	2017		Ford Explorer 4x4	
Parks	Trash	2021		Ford	
Parks	Dump	2017		Chevy Crew Cab Dump 4x4	
Parks	SUV	2017		Ford Explorer 4x4	
Parks	DUMP	2018		3500 Chevy Dump Trucks 4x4	
Parks	DUMP	2018		3500 Chevy Dump Trucks 4x4	
Parks	Pickup	2015		CHEVY 2500 (CREW) PICKUP 4x4	
Parks	Dump	2004		CHEVY 3500 DUMP 4x4	
Parks	Dump	2015		CHEVY 3500 DUMP 4x4 **	
Parks	Dump	2009		F350 DUMP 4x4 **	
Parks	Stake	2006		F350 RACK BODY 4x4 **	
Parks	Dump	2015		CHEVY 3500 DUMP 4x4 **	
Parks	Dump	2015		CHEVY 3500 DUMP 4x4 **	
Parks	Dump	2015		CHEVY 3500 DUMP 4x4 **	
Parks	Pickup	2015		CHEVY 2500 (CREW) PICKUP 4x4	
Parks	Pickup	2015		CHEVY 1500 PICKUP 4x4	
Parks	Pickup	2018		1500 GMC 4x4	
Parks	Utility	2020		Ford F350	
Parks	Pickup	2005		Ford Ranger (PWSB)	
Parks	Swithc&Go	2020		Ford F350 Switch N Go	
Parks	Hook Lift	2021		Peterbuilt	
Parks	Swithc&Go	2021		Ford F350 - Crew Cab Flatbed	
Parks	SUV	2001		CRV	
Parks	Dump	2002		CHEVY 3500 DUMP	
Parks	Dump	2002		CHEVY 3500 DUMP	
Parks	Dump	2002		CHEVY 3500 DUMP	
Parks	Dump	2002		CHEVY 3500 DUMP	
Parks	Dump	2007		STERLING DUMP 4x4 **	
Parks	SUV	2003		CHEVY BLAZER 4x4	
Parks	Dump	2002		CHEVY 3500 DUMP	
Parks	SUV	2000		RAV 4 4x4	
Parks	Dump LG	2000		STERLING DUMP 4x4 **	
Parks	Bucket	1997		F 350 BUCKET TRUCK	
Parks	Pickup	2018		1500 GMC 4x4	
Parks	Van	2020		Ford Transit 350	
Parks	Flatbed	2020		Ford F350	
Parks	U-Body	2005		F650 U-Body w/ Compressor 4x4	
Parks	Van	2007		FORD E350 VAN	
Parks	Flatbed	2020		Ford F350 Flatbed	
Parks	Swithc&Go	2020		Ford F350 Switch N Go	
Parks	Utility	2000		JD Gator Dump 4	
Parks	Utility	2000		JD Gator Dump 5	
Parks	Pickup	1999		F 150 PICKUP 4x4	
Parks	Stake	2001		RACK BODY	
Parks	Pickup	2006		GMC CANYON PICKUP 4x4	
Parks	Box	2006		FORD BOX TRUCK	
Parks	Pickup	2015		CHEVY 1500 PICKUP 4x4	
Parks	Utility	2018		Club Car 2	
Parks	DUMP	2018		3500 Chevy Dump 4x4	

Parks	DUMP	2018	3500 Chevy Dump 4x4
Parks	Dump	2009	F350 DUMP 4x4 **
Parks	Pickup	2009	CHEVY SILVERADO PICKUP
Parks	SUV	2003	CHEVY BLAZER 4x4
Parks	Pickup	2018	1500 GMC 4x4
Parks	Utility	2018	Club Car 1
Parks	SUV	2017	FORD EXPLORER 4x4
Parks	SUV	2017	FORD EXPLORER 4x4
Parks	SUV	2017	Ford Explorer 4x4
Parks	Sedan	2017	CHEVY CRUISE
Parks	Sedan	2017	CHEVY CRUISE
Parks	Van	1998	Van PWSB
Parks	Bucket	2018	Freightliner M2-106 (Bucket)
Parks	Dump	2000	F450 DUMP 4x4
Parks	Pickup	2006	GMC CANYON PICKUP 4x4
Parks	Dump	2007	F450 DUMP 4x4
Parks	Bucket	1998	F 800 BUCKET TRUCK
Parks	Pickup	2015	CHEVY 1500 PICKUP 4x4
Parks	Bucket	2007	INTERL BUCKET TRUCK
Parks	Dump	2015	CHEVY 3500 DUMP 4x4 **
Parks	Sedan	2017	CHEVY CRUISE
Parks	Dump	2018	F450 DUMP 4x4
Parks	Pickup	2018	GMC 1500 4x4
Parks	Dump	1999	GMC 3500 4x4
Parks	Dump	2018	3500 Chevy Dump 4x4 (Plow Only)
Parks	BH Loader	2014	Case Backhoe Loader 4x4
Parks	Pickup	2008	Ford Ranger
Parks	Pickup	2006	GMC 3500 PICKUP 4x4
Parks	Pickup	2018	GMC 1500 4x4
Parks	Utility	2017	Club Car 3
Parks	Utility	2017	Club Car 4
Parks	Utility	2000	JD Gator Dump 1
Parks	Utility	2000	JD Gator Dump 2
Parks	Utility	2000	JD Gator Dump 3
Parks	Utility	2000	Electric Car 411 LSV
Parks	ATV	2000	Ballfield Crew
Parks	ATV	2000	ATV 1 - Trail Crew
Parks	ATV	2000	ATV 2 - Police Ranger
Parks	Backhoe	xxxx	Backhoe Loader
Parks	BH Loader	2017	Catapillar - 420 BH Loader 4x4
Parks	BH Loader	1994	Ford 675D - Backhoe Loader
Parks	BH Loader	2004	JCB 215 Backhoe Loader 4x4
Parks	BH Loader	2000	BH Loader - JCB 217
Parks	Boat		Boston Whaler
Parks	Chipper	2004	Woodsman Chipper
Parks	Chipper	2009	Bandit 1090XP Chipper
Parks	Chipper	2020	Bandit Wood Chipper X 18
Parks	Excavator	xx	Mini-Excavator 3,000-3,999 Lbs
Parks	Forklift	2000	Forklift
Parks	Grinder	2020	Bandit Stump Grinder
Parks	HC Mower	2000	Jacobsen 9016 HC Mower
Parks	HC Mower	2014	Jacobsen 9016 HC Mower
Parks	HC Mower	2007	Jacobsen 9016 HC Mower
Parks	Pick-up	xx	1500 4x4 Pickup (flat bed?)
Parks	Skid Steer	2000	ASV - RC60
Parks	Skid Steer	1994	Bobcat model 7753
Parks	Skid Steer	2015	Ventrac
Parks	Skid Steer	2000	ASV RT30
Parks	Skid Steer	2000	ASV RT30
Parks	Stump	2002	Rayco Utility Stump Grinder
Parks	Tanker	1995	Water Truck
Parks	Tractor	1990	Ford 2120 Tractor

Parks	Tractor	1989	Ford 1520 Tractor
Parks	Tractor	1995	JDX300 Lawn Tractor w/ Plow
Parks	Tractor	2000	Kubota B3030
Parks	Tractor	1990	Ford 1910 - Tow Motor (Garage)
Parks	Tractor	2000	Kubota L5030
Parks	Tractor	2000	Kubota 5460
Parks	Tractor	2017	Kubota 5460
Parks	Trailer	2000	BRI-MAR (Dumping)
Parks	Trailer	2019	Welding Trailer
Parks	TRI	2000	Smithco Sand Star
Parks	Vac	2004	Giant Vac Leaf Vacuum
Parks	Vac	2004	Giant Vac Leaf Vacuum
Parks	Vac	2004	Giant Vac Leaf Vacuum
Parks	ZAMBONI	2017	MODEL 546
Parks	Trailer	1995	Wright Trailer (SS)
Parks	Trailer	1990	Hudson Trailer (SS)
Parks	Trailer	XXXX	Cam Superliner Trailer
Parks	Trailer	1995	Wright Trailer
Parks	Trailer	1985	Big Bee Trailer
Parks	Trailer	2004	Hudson Trailer - HR Trailer
Parks	Trailer	2004	Hudson Trailer (SS)
Parks	Trailer	1989	On The Road Trailer
Parks	Trailer	2004	Wright Trailer
Parks	Trailer	XXXX	Cam Superliner Trailer
Parks	Trailer	XXXX	Cam Superliner Trailer
Parks	Trailer	1989	Ort Trailer
Parks	Trailer	1995	Wright Trailer
Parks	Trailer	2000	Wright Trailer
Parks	Trailer	1989	Ort Trailer
Parks	Trailer	2016	Cam Superliner Trailer
Parks	Trailer	XXXX	Cam Superliner Trailer
Parks	Trailer	XXXX	Cam Superliner Trailer
Parks	Trailer	XXXX	Cam Superliner Trailer
Parks	Trailer	2016	Cam Super Trailer
Parks	Pickup	1999	F 150 PICKUP
Parks	Dump	1999	GMC 3500 DUMP 4x4
Parks	Sedan	1996	Oldsmobile Cutlas
Parks	Pickup	1998	F 150 PICKUP 4x4
Parks	Dump	2000	F350 DUMP
Parks	U-Body	1999	F350 UTILITY BODY
Parks	Pickup	2001	CHEVY S10 PICKUP
Parks	Pickup	2006	F150 PICKUP
Parks	Dump	2000	F350 DUMP
Parks	SUV	2002	CHEVY BLAZER 4x4
Parks	Pickup	1999	F350 (DUAL) PICKUP 4x4



**BOARD OF CONTRACT AND SUPPLY  
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## **SUPPLEMENTAL INFORMATION**

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

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

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

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

**You must be able to provide:**

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



**BOARD OF CONTRACT AND SUPPLY  
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**CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS**

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





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

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