



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

REQUEST FOR PROPOSALS

Item Description: INTERESTED SUPPLIERS SNOW ICE CONTROL 23-24

Procurement/MinuteTraq #: 42158

Date to be opened: 10/10/2023

Issuing Department: Public Works

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
 - 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
 - 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: Valorie Capilli
 - Title: Administrative Assistant to Director
 - Email Address: Vcapilli@providenceri.gov

Pre-bid Conference

There will be a Mandatory Pre-Bid Conference

Date of Pre-Bid Conference: 10/4/2023

Time: 6:00 PM

Other details (e.g. location, links, question submission deadline): Department of Public Works Highway Garage 20 Ernest Street Providence RI 02905



**BOARD OF CONTRACT AND SUPPLY
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INSTRUCTIONS FOR SUBMISSION

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

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

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

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

*This information is **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/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See *forms and instructions enclosed (pages 11-15) 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.)



BOARD OF CONTRACT AND SUPPLY
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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 Amount(s): _____
 Contribution Date(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 Amount(s): _____
 Contribution Date(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



**BOARD OF CONTRACT AND SUPPLY
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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. 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. 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 or (401) 680-5766.



BOARD OF CONTRACT AND SUPPLY
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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



**BOARD OF CONTRACT AND SUPPLY
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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. 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
					\$
					\$
					\$
					\$
					\$
					\$
A. MBE SUBCONTRACTED AMOUNT:					\$
B. WBE SUBCONTRACTED AMOUNT:					\$
C. NON-MBE WBE SUBCONTRACTED AMOUNT:					\$
D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:					\$
E. TOTAL AMOUNT OF BID (SUM OF A, B, C, & D):					\$
F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Divide the sum of A and B by E and multiply result by 100).					%

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



BOARD OF CONTRACT AND SUPPLY
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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, for review prior to bid submission. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. In case a waiver is needed, City Department Directors should not recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.

Prime Bidder: _____ Contact Email and Phone _____
Company Name, Address: _____ Trade _____
Project /Item Description (as seen on RFP): _____

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

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

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

Patricia A. Coyne Fague Esq.
Director



Brett P. Smiley
Mayor

DEPARTMENT OF PUBLIC WORKS
"Building Pride in Providence"

August 23, 2023

ATTENTION: INTERESTED SUPPLIERS OF SNOW/ICE CONTROL SERVICES

RE: REGISTRATION FOR 2023/2024 WINTER SEASON

Dear Madam or Sir:

The City of Providence is accepting bid and registration applications for vendors interested in providing snow/ice control services during the 2023/2024 winter season.

To establish early availability of reliable suppliers of snow/ice control services, the City of Providence is offering an incentive bonus to those firms who complete and provide all the proper paperwork with equipment inspection and have an operational City of Providence GPS installed by November 30, 2023—details to follow.

The enclosed package provides:

As described in **specifications**, applicants must submit the following documentation to complete the registration process along with the properly completed, original, notarized.

Application/Certification Form and the **Bidder's Form** by the bid. Bids will be opened on or about October 10, 2023. Bids that are received or opened after this date are not eligible for the sign on bonus.

- Vehicle Registration or Suitable Proof of Ownership (Legible copies)
- Certificate of Insurance (Legible copies)
- Copy of each operator's current driver's license (Legible copies)

20% INCENTIVE BONUS: In order to encourage early registration, the city offers a 20% incentive bonus. Eligibility for this bonus is as follows:

700 Allens Avenue Providence, Rhode Island 02905
Phone 401-467-7950/Fax 401-941-2567
www.providenceri.com/dpw

1. Each vehicle and/or piece of equipment must pass a safety and vehicle road worthiness inspection administered by the City of Providence Department of Public Works. The inspections will take place at 20 Ernest Street, or at the vendor's facility, by prior arrangement. Also, a GPS must be installed in each vehicle. The inspection period will start on October 11, 2023, and will close on November 30, 2023. The inspection must be scheduled and conducted with the City of Providence no later than 3:00 PM on November 30, 2023. Vendors who fail to have their vehicles inspected and GPS installed by this date who were previously eligible for the bonus rate **WILL NO LONGER BE ELIGIBLE FOR THE INCENTIVE RATE**. The phone number to the department is 580-8360. Inspection hours are Monday through Friday, between 7 AM and 3 PM, depending on scheduled openings and emergency workload. DPW will sponsor a dedicated vehicle inspection day on November 6, 2023, from 8 a.m. to 3 p.m.

THE FOLLOWING WILL BE INSPECTED:

- PROOF OF EACH OPERATOR'S CURRENT DRIVER'S LICENSE
- PROOF OF CURRENT INSURANCE FOR EACH VEHICLE
- PROOF OF REGISTRATION FOR EACH VEHICLE
- VALID AND CURRENT STATE VEHICLE INSPECTION STICKER
- PROOF OF STATE WORKERS' COMPENSATION INSURANCE
- EQUIPMENT CALIBRATION TEST (SPREADER) IF APPLICABLE.

ALL REQUIREMENTS MUST BE VALIDATED AND SUBMITTED BY 3:00 PM NOVEMBER 30, 2023, DEADLINE, IN ORDER TO BE ELIGIBLE FOR THE 20% BONUS.

The Director of DPW shall be the final authority as to the completeness of the application and the timeliness of the inspection for the vendor to be eligible for the bonus.

Every vendor in good standing complying with the conditions to qualify for the 20% incentive will also be guaranteed to be paid for not less than a season total of 10 hours, sanding and/or plowing truck(s) ONLY, contracted through April 15, 2024.

Example 1) Called in and worked during the season for six hours. You receive compensation of four hours after April 15, 2024.

Example 2) Called in and worked 10 hours or more during the season. You do not receive any additional compensation.

The bonuses for each inspected vehicle will remain in effect if the vehicle is "ready when called" and the GPS is operational.

The definition of "ready when called" is a vehicle that has a verified complete and verified inspection report and is ready to plow snow and/or sand roads when notified by the Department of Public Works, with an operational GPS.

The City of Providence will employ an automated call system that will send vendors notifications by phone, text, and email. Those contact numbers must be submitted to DPW before November 5, 2023.

Vendors must reliably respond to calls for work from the City of Providence in a timely manner throughout the winter season. If at any time the vehicle is not available, it will lose its incentive bonus, and possibly all subsequent work assignments, for the remainder of the winter season. Should there be extraordinary or extenuating circumstances, the vendor must demonstrate this in correspondence directed to the City of Providence, Department of Public Works, whose management staff will determine whether to accept or reject such documentation. The decision of the Director of Public Works or his/her designee will be final.

VENDOR MEETING:

A Vendor meeting shall be held on Wednesday, October 4, 2023, at 6:00 PM at the Department of Public Works Highway Garage located at 20 Ernest Street.

The purpose of this meeting is to promulgate the City's snow plowing strategy for the coming winter season. Further it is to answer any questions regarding bidding, payment, training, GPS communications or other issues. It is also a meeting for the vendors to present any concerns, recommendations, lessons learned and plowing standards to improve the city's efficiency and performance in snow plowing/removal.

Therefore, all vendors interested in plowing for the City of Providence are highly encouraged to attend this meeting. Any significant clarification or modification to the bid document shall be done in writing, if needed.

GENERAL INSTRUCTIONS TO PROSPECTIVE VENDORS FOR WINTER STORM OPERATIONS
CONDITIONS COVERING COMPENSATION

1. The City of Providence requires all city and vendor vehicles involved in snowplow operations be equipped with a Global Positioning System (GPS) to manage snowplow operations effectively and efficiently.
2. At no-charge to the approved Vendor, the City of Providence, through a third-party contractor, will install the GPS unit on each Vendor vehicle plow asset. Installation takes approximately 15 minutes. If your company no longer wishes to have a snow contract with the City of Providence, the GPS unit must be returned to the City in a timely fashion. By submitting this bid, the Vendor agrees to reimburse the city for the cost of the unit if it is not returned. In addition, as an alternative GPS Tracking software can be installed on the Vendor's phone, or a phone can be provided to the Vendor if needed. If a phone is provided, it must be returned at the conclusion of each storm to the Department of Public Works.
3. The city will only activate the GPS during snow events when that Vendor vehicle plow asset is called for service.
4. The City of Providence will consult the automated GPS log for all billing purposes.
5. Compensated time will begin only when the hired equipment is on City time. Compensatory time may be reduced due to extended time spent for
6. attachment or detachment of plowing equipment, travel, stand-by, breakdown or meals, as determined by GPS logs.
7. Hired equipment shall meet the State of Rhode Island Division of Motor Vehicle and City of Providence Fleet Manager and the Superintendent of Public Safety Maintenance minimum safety standards. Safety lighting on all hired equipment must conform to public safety requirements. The city of
8. Providence Fleet Manager or the DPW Highway Supervisor reserves the right to refuse the use of a piece of hired equipment if in their opinion, the equipment is not able or is in an unsafe condition to complete contracted plow services. Vendors shall contact Garage Shop Supervisor, Mr. Steven Dutra at (401) 580-8360, to schedule the inspection.

For vendors furnishing more than two vehicles, arrangements can be made to perform the inspection at the vendor's location.

9. The vendor shall be following the applicable provisions of the State Workers' Compensation Insurance. The owner agrees to accept all responsibility for any liability incurred by the rented equipment or its operators during the term of operations to which it is assigned. The owner further agrees that the City of Providence, its agents, servants, officers, and employees shall be held harmless from all claims and actions whatsoever that might arise from these assigned operations.
10. To ensure an adequate response, all vehicles must be equipped with cellular phones that are always charged and operable. The City of Providence is not responsible for any vendor cell phones that may be lost or damaged during a storm. If the operator fails to respond to a phone call within 15 minutes, it will be presumed that the vehicle is no longer in service and compensated time will end.
11. Vendor contact information must be included on the Application/Certification Form.
12. It is a requirement of the Federal Government that employees who hold a Commercial Driver's License (CDL) are subject to random alcohol and controlled substance testing. This requirement is applicable to owner independents as well.

INSTRUCTIONS FOR COMPLETING BID AND REGISTRATION APPLICATION

1. Fill out the **Application/Certification Form** listing equipment that is available for hire by the City of Providence using the Codes and Rates found in
- 2.
3. Additional submissions during the winter season could cause delays in approvals and/or processing.

of payments and, consequently, such submissions should be avoided. Please sign the **Application/Certification Form** and have your signature notarized. The original **Application/Certification Form** together with the completed **Bidder's Form** must be filed with the Purchasing Department.

2A. Attach copies of valid registrations for vehicles. Also attach a Certificate of Insurance (standard form) from your insurance company designating the City of Providence as additionally named insured. The Certificate of Insurance shall contain the following language: "***The City of Providence, its agents, servants, officers, and employees as additionally named insured.***" You shall show conclusive evidence of the following insurance coverage, which shall continue and be in effect for the duration of the rental season. (All Equipment must be fully insured from 10/1/2023 through 5/1/2024).

- (1) General Liability
- (2) Auto Liability, and
- (3) Workers' Compensation, if applicable.

3. This office must be notified of any changes made involving vehicles or accessories and/or change of address.

4. NO PAYMENTS WILL BE MADE TO VENDORS NOT SUPPLYING THE NECESSARY FORMS.

REPORTING TO WORK/COMPENSATION CONDITIONS

1. When the vendor vehicle is called to start work the driver and vehicle is to report directly to the Administration Personnel at 700 Allen's Avenue, Providence, RI. The driver will be issued a timecard to punch in and the GPS Log will be used to track the location and time of the vehicle during snow event.

2. When the vehicle is notified of the end of work, the vendor vehicle will check-out directly with the assigned Sector Supervisor who will ensure their timecard is punched out.

3. The timecards will be processed by the Administrative Assistant to the Director of Public Works to ensure timely payment based upon approved hourly rates and bonus percentage as applicable. Please call Public Works three (3) business days after a storm for your correct snow hours. Invoices issued by the vendor for payment by the city shall include an itemized breakdown showing: Storm #, vehicle used, and time on clock (#Hours/Minutes).

INVOICES WILL STILL BE NECESSARY FROM THE VENDOR AND SHALL BE SUBMITTED NO LATER THAN THIRTY (30) DAYS AFTER THE END OF EACH STORM, TO ENSURE PAYMENT. VENDOR SHALL BE PAID WITHIN 14 DAYS AFTER RECEIPT OF INVOICE. INVOICES RECEIVED AFTER THE SNOW SEASON WILL NOT BE ACCEPTED AND SHALL BE CONSIDERED NULL AND VOID.

If you have any questions, do not hesitate to contact the DPW Highway Superintendent at (401) 680-7558 or the Administrative Assistant to the Director at (401) 680-7512.

FILLING OUT THE APPLICATION CERTIFICATION FORM

The top line of the **APPENDIX D** has been filled in to give you an idea of how to fill out the Application Certification Form, using the rates in.

The example given would be correct if you had a 1975 Mack truck, Registration Number 91234, that was between 36,001 and 45,000 lbs. (CODE 500), that had a plow that was 11 feet or greater (CODE 040), that happened to be a power reversible plow (CODE 050), and that also had a material spreader with a capacity of at least 6 cubic yards, but less than 10 cubic yards (CODE 070). Note where these underlined items have been placed on the line on the EXAMPLE.

Once you have figured out your CLASS CODE and ACCESSORY CODES from the R-FORM, you may total the amounts found at the right on the same line as your CODES to find your HOURLY RATE.

In this example, CODE 500 (\$115.00), plus CODE 040 (\$13.50), plus CODE 050 (\$5.75), plus CODE 070 (\$28.75) equals \$163.00.

Don't forget your name, address, telephone numbers, Social Security or Federal ID Number, signature, and notarization on the bottom half of the FORM.

If you need any further assistance, please call Valorie at (401) 680-7512.

Winter Season 2023/2024

APPENDIX C

**MAXIMUM HOURLY RATES FOR HIRED EQUIPMENT USED ON SNOW AND ICE CONTROL
OPERATOR, FUEL AND EQUIPMENT MAINTENANCE INCLUDED IN ALL RATES**

*** HOURLY RATES & ACCESSORIES HAS INCREASED ***

<u>CLASS CODE</u>	<u>EQUIPMENT</u>	<u>GROSS WEIGHT PER VEHICLE REGISTRATION</u>	<u>RATE/HOUR</u>
100	TRUCK	* 5,500 to 8,500 lb.	\$69.00
200	TRUCK	8,501 to 10,999 lb.	\$74.75
250	TRUCK	11,000 to 16,000 lb.	\$80.50
300	TRUCK	16,001 to 26,000 lb.	\$92.00
400	TRUCK	26,001 to 36,000 lb.	\$103.50
500	TRUCK	36,001 to 45,000 lb.	\$115.00
600	TRUCK	45,001 to 59,000 lb.	\$126.50
700	TRUCK	59,001 to OVER	\$138.00
800	FRONT END LOADER	2 1/2 to UNDER 4 C.Y.	\$138.00
900	FRONT END LOADER	4 to UNDER 6 C.Y.	\$149.50
1000	FRONT END LOADER	6 C.Y.and OVER	\$161.00

* THIS SIZE VEHICLE (CODE 100) MUST HAVE ALL WHEEL DRIVE. ADD ON ACCESSORY CODE 010 (\$9.80)

ADD THE FOLLOWING AMOUNTS TO EQUIPMENT RATES FOR THESE ACCESSORIES

<u>ACCESSORY CODE</u>	<u>ACCESSORY</u>	<u>ADD ON</u>
010	ALL WHEEL DRIVE	\$9.80
015	PLOWS LESS THAN 9' 0"	\$8.00
020	PLOWS AT LEAST 9' 0" BUT LESS THAN 10' 0"	\$9.20
030	PLOWS AT LEAST 10' 0" BUT LESS THAN 11' 0"	\$11.50
040	PLOWS 11' 0" OR GREATER	\$13.50
050	POWER REVERSIBLE PLOW	\$5.75
060	** MATERIAL SPREADER 1.0 CY TO UNDER 3.0 CY CAPACITY	\$10.35
065	** MATERIAL SPREADER 3 C.Y. TO UNDER 6 C.Y. CAPACITY	\$17.25
070	** MATERIAL SPREADER 6 C.Y. TO UNDER 10 C.Y. CAPACITY	\$28.75
080	** MATERIAL SPREADER 10 C.Y. TO UNDER 14 C.Y. CAPACITY	\$34.50
090	** MATERIAL SPREADER 14 C.Y. OR GREATER	\$40.25
GSOC	*** GROUND SPEED ORIENTED CONTROLS (070-090 spreaders)	\$17.25

****MATERIAL SPREADER IS ONLY PAID IF ASKED BY THE CITY TO PUT MATERIAL DOWN FOR STORM OPERATIONS. MATERIAL IS SUPPLIED BY THE CITY OF PROVIDENCE.**

APPLICATION CERTIFICATION FORM (SAMPLE)

Class Code (See Appendix B)	Make	Year	Reg.#	List Accessory Codes (Appendix B)					Hourly Rate (See Appendix B)	
500	Mack	0975	91234	040	050	070				\$163.00

(Read Instructions)

In signing this application, I certify that I

Have read, understand, and agree to comply with all directives contained in the attached document.

NAME AND ADDRESS OF OWNER*

OWNER'S SIGNATURE:

(Checks will be made payable to above)

NOTARY PUBLIC:

Telephone Numbers:

Home _____ Date _____
 Owner's _____
 Work _____

(Notary Public acknowledges
 personal signature)

*Please supply the following:

If vehicles are owned by an Individual, SS# _____

If vehicles are owned by a Company, FEIN# _____

APPLICATION CERTIFICATION FORM

Class Code	Make	Year	Reg.#	List Accessory Codes					Hourly Rate

(Read Instructions)

In signing this application, I certify that I

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NOTARY PUBLIC:

Telephone Numbers:

Home _____

Owner's _____

Work _____

Cellular _____

Date _____

(Notary Public acknowledges

personal signature)

*Please supply the following:

If vehicles are owned by an Individual, SS# _____

If vehicles are owned by a Company, FEIN# _____



Honorable Brett P. Smiley, Chairman
 Board of Contract and Supply
 City Hall, Room 311
 Providence, RI 02903

BIDDER'S FORM

Name of Company:	
Agrees to bid on: Items(s) to be bid	Snow and Ice Control – Hired Equipment 2023/2024 Winter Season
Date of Award:	
Total Amount in Writing:	
Total Amount in Figures:	UNIT PRICE PER ATTACHED APPLICATION & CERTIFICATION FORM

Additional Bidding Details

Minority Participation _____

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

Purchasing Department City Hall, Room 311, Providence, RI 02903 (401) 680-5000 ext. 5264 / 751-0203 (TDD)



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

SUPPLEMENTAL INFORMATION

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

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

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



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

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



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

- terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
 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.