



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

REQUEST FOR PROPOSALS

Item Description: Citywide Speed and Red Light Camera 5 Year Contract with 5-1 Year Options for Renewal

Procurement/MinuteTraq #: 43263

Date to be opened: 12/04/2023

Issuing Department: Police Department

QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
 - 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 16) to :
 - Name: Chevell Burgess
 - Title: Deputy Director of Purchasing
 - Email Address: Cburgess@providenceri.gov

Pre-bid Conference

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

Deadline for questions submissions:

Questions are due no later than November 17, 2023 by 2PM

All questions will be answered in the form of an addendum no later than 2PM November 24, 2023



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

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 12/4/2023

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 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.



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

BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at

<http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

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

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

NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
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
CITY OF PROVIDENCE, RHODE ISLAND

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.



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

BID FORM 1: Bidders Blank

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
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



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

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



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

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



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

BID FORM 4: Affidavit of City Vendor

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

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

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

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):



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

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
CITY OF PROVIDENCE, RHODE ISLAND**

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.



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

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
CITY OF PROVIDENCE, RHODE ISLAND**

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
CITY OF PROVIDENCE, RHODE ISLAND**

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
CITY OF PROVIDENCE, RHODE ISLAND**

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



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

BID PACKAGE SPECIFICATIONS

Overview

The City of Providence, Rhode Island (City) requests proposals from qualified companies for maintenance and operations of the City's traffic safety camera program. The City currently has 33 intersection safety cameras and 20 speed photo enforcement cameras used for the purpose of increasing public safety through the enforcement of traffic laws associated with speeding and red-light traffic signals.

The preferred contract term would be for an initial five (5) years with an additional five (5) One (1) year extensions at the City's sole discretion.

Scope of Work

The City is requesting sealed proposals for the furnishing, installing, implementing and maintaining a turnkey automated traffic and speed camera enforcement system (system) to improve public safety. Where required, the vendor will plan to replace the current camera technology being used in the City.

The system shall be able to monitor, detect and record violations and shall include post processing features and documentation suitable to support the issuance of citations in accordance with the Law. The system shall have the ability to integrate with the Municipal Court case management system for the purpose of end to end ticket processing for citation processing from initial issuance through court disposition.

Services Required

The City expects to acquire "turnkey services" as outlined below. The services sought from qualified companies should include the following:

Site Selection

The City intends to utilize existing sites however, the successful company should be prepared to work with the City to analyze historical data and make recommendations for moving of cameras to high risk locations. Any changes will be mutually determined by the City and the selected company. The City may require that additional systems be installed based on traffic studies and accident data. Clear pricing for the costs associated with these installations, if there is an associated cost, should be provided as part of the proposal.

Installation

The proposal must be a complete turnkey system, including supply, installation, implementation, and maintenance of all equipment necessary for the operation of an automated photo enforcement program as well as a citation processing system that is fully compliant with Federal, State and local laws.



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

Clear costs associated with this project, such as construction, installation, maintenance, engineering, operational equipment and contractor services, if required, should be outlined as part of the cost proposal.

The successful Company shall coordinate all work with all the City departments necessary.

The Company must provide installation drawings, stamped by a licensed civil engineer certified in the state of Rhode Island, and prepare any permit application, design drawings or other documents required by the City or other regulatory entities. All work shall be in accordance with Federal, State and local regulations, including ADA compliance for installations along pedestrian path of travel.

A program schedule shall be included with the proposal, including major program tasks and milestones and the time frame for completion of each.

Preference will be given to those companies with experience in installed programs in the state of Rhode Island.

Operation

All camera and speed systems components operation should be synchronized to a single, standard, independent, external and verifiable time and date source.

The equipment shall utilize the latest technology to capture images of the violation as well as a color video clip which captures the signal cycling through all phases of the violation. The license plate number and details shall be clearly visible in the images. The system shall have the capability to compensate for the effects of license plate covers and the effects of reflective material on license plates.

The system must imprint violation information on the image at the point-of-capture. Information specific to the violation must include, but is not limited to: location, date, vehicle speed, duration of the red phase, duration of the amber phase and elapse time between images.

The system must provide the ability to download a video at monitored intersections within minutes of a request by authorized personnel.

The System should be capable of being flexibly configured to address the specific number of lanes to be enforced at each direction of travel at the site, including straight through violations, left-turn, double left-turn, right-on-red violations, simultaneous violations and consecutive violations by multiple vehicles. The system must be capable of communicating with the City's traffic signal system.

Cameras shall have the ability to operate effectively during all lighting and weather conditions, including extreme heat and cold, fog, rain, snow, high humidity and power outage. Cameras and associated equipment shall be enclosed in lockable, weather and vandal resistant housing. Photographs taken in darkness and low lighting conditions shall not be illuminated using floodlights. Preference will be given to camera technology that preserves the pedestrian right of way.



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

From point of data capture, all violation photos and accompanying videos must be capable of secure storage and transmission, and capable of maintaining a secure chain of evidence. Companies shall briefly describe their approach to accomplishing this in their bid submission.

Any relevant systems must be accessible from a standard PC.

Software Requirements

The City has standardized on currently supported Microsoft platforms including Windows OS desktop, Microsoft Office, Windows Server OS, and browsers. The vendor must provide a solution on current and supported Microsoft platforms and will continue to upgrade their product to maintain interoperability with new Microsoft releases.

For example, if Microsoft ends support for a browser, or browser version, the vendor must certify their software will work with upcoming supported versions prior to at least 90 days of end of support. Also, If Microsoft ends support for a Desktop OS, the vendor must certify their software will work with upcoming supported versions prior to at least 90 days of end of support.

Interoperability with Microsoft platforms without modification or compatibility mode is necessary. Software must also comply with W3C web browser standards and continue to meet upgrades.

The City prefers web-based software to offer Single Sign-On services compatible with Microsoft Azure Active Directory.

For systems without SSO, the city account must include access levels to include account administrator(s) and account viewers. Administrators must be able to add and disable all other user accounts. The system must also allow self-service password resets and multi-factor authentication.

Citation Development, Payments and Processing

The successful company will work with the Providence Police Department and the Providence Municipal Court, to determine, in detail, the elements that will constitute evidence of a violation. Also, they will work with the Court, Police and Law Departments to determine the contents of the citation that will be mailed to registered vehicle owners in violation.

The company will obtain in-state and out-of-state vehicle registration information using the Rhode Island Department of Motor Vehicles and the International Justice and Public Safety Network (NLETS). The Company must be an NLETS Strategic Partner and cannot rely on a third party to perform this service.

All accesses to the violation processing system for the purpose of pre-processing evidence, police authorization, notice printing, payments tracking, and generation of courts evidence packages should be Internet based and should be accessible 24 X 7 for authorized users.

The successful company will be expected to provide a web-based solution for violators to view video and high resolution color images of the violation. The website must allow online payments, and must serve as a resource of information about the program and violation process.



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

Videos must be available for viewing by city staff for viewing or download a minimum of 7 years for resolved violations and indefinitely for open violations (including for periods after the termination of the contract).

Printing and mailing of duly authorized citations to registered vehicle owners for payment, including secondary follow up citations for those offenders that do not respond to the initial mailing, is required. This shall be the responsibility of the successful company and may not be subcontracted.

The company shall be responsible for partnering with the court and relevant City departments for the collection of delinquent debt. The company shall act in accordance with will all Federal and State law with regards to collection practices and only engage collection firms with a Better Business Bureau Accreditation.

The company must provide the ability for offenders to pay for their violations online, via telephone, at a kiosk located at the Public Safety Complex in Providence, or by mail to a the identified US Post Office Box in Providence, Rhode Island.

The company will provide, at its own expense, experts as may be needed by the City to testify as to the accuracy, operations, and reliability of the enforcement camera system and related equipment for contested violations.

Maintenance

The Company shall be responsible for the cost of all maintenance on the system and will ensure the system is operating properly on a continuing basis, remotely and/or on- site as needed. Problems shall be documented and remedied within forty-eight (48) hours, including weekends and holidays.

At the Company's expense, the system shall undergo an annual calibration check performed by an independent calibration laboratory. A certificate of calibration shall be issued by the independent calibration laboratory, which will be kept on file at the City of Providence's Police Department. Each Camera shall have the ability to self-test its calibration prior to producing a recorded image.

Training

Company shall provide a comprehensive training program for all persons involved in the administrative or operation of the system. The company shall provide a complete description of the proposed training which is included in their proposal. Training is to be complete prior to the issuance of any violations. Ongoing helpdesk support must be available to City employees during the City's regular business hours as well as all operational hours of the Providence Municipal Court. The company should have a process for tracking system issues and reporting on their ability to fix these issues timely.

Reporting

The proposer's processing system should be capable of immediately generating operations reports 24X7 including but not limited to:

- Number of violations recorded;
- Count of violations where notices not prepared;



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

- Notices prepared and mailed;
- Status of notices issued (paid, outstanding, canceled, reissued and so forth);
- Camera equipment hours of service and hours lost;
- Number and description of camera or other equipment malfunctions;
- Real-time traffic volume and vehicle counts;
- Real-time violation graphs and chart by individual lane;
- Violations by time of day;
- Violations by day of week.

In support of the City's program oversight, the successful company will provide monthly and on-demand summary program metrics to the City that will include, at a minimum, the following:

- Number of events recorded, by intersection approach and in total;
- Number of events not billable, including the reason the event was not billable, by intersection approach and in total;
- Number of events forwarded to police;
- Number of citations authorized and mailed, by month of issuance;
- Number of citations returned as undeliverable;
- Reconciliation of amounts billed or invoiced to the city and supporting events underlying those amounts;
- Total revenue, broken out by:
 - Total dollar amount collected.
 - Dollar amount kept by the Company.
 - Dollar amount remitted to the City.

A web-based reporting system is preferred.

Other related services

Company shall retain, maintain and protect all information that is confidential or protected under Federal or State law, regulation or decree and describe in their proposal how this is accomplished.

The company shall retain violation data, photos and recordings for the minimum number of years as required by state law.

Financial Proposal

Proposals shall have an itemization that will detail all costs associated with the traffic enforcement system, such as design and engineering, equipment, installation and estimated ongoing maintenance costs. If there are different financing options (eg up-front payments vs. cost sharing models), they should all be clearly outlined in the proposal.

Companies shall submit a financial proposal that will outline the proposers estimated costs and expenses, profit margin and their estimate as to the revenue the City can expect to realize. Please indicate clearly if this is an estimate or a guaranteed amount of revenue.



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

Proposal shall include a provision that upon termination of the contract, all equipment will be removed from the City at no cost to the City.

Contract Terms

The term of the initial contract with the City shall be for five (5) years. The City reserves the right to renew the contract for an additional five (5) One (1) year terms at its sole discretion.

The contract may be terminated by mutual consent of the parties, or at the City's discretion, upon a thirty-day written notice. Upon contract expiration or cancellation, the company shall arrange, either with its own workers or with a separate contractor, to remove equipment from City property at no expense to the City.

Proposal Content and Organization

A responsive proposal will address all of the aforementioned requirements, along with the detailed cost proposal and required forms. The Company has full responsibility to ensure the proposal arrives to the City Clerk's Office prior to the deadline set out on page 2 of this solicitation. The City assumes no responsibility for delays caused by the U.S. Post Office or any other delivery service or deliveries misdirected. Postmarking by the due date will not substitute for actual receipt of response by the date due. Proposals arriving after the deadline may be returned, unopened, to the Company, or may simply be declared non-responsive and not subject to evaluation, at the sole determination of the Board of Contract and Supply.

The Company must submit one (1) original plus one (1) copy of the proposal and any supporting materials. In addition, an electronic version of the proposal and supporting materials may be submitted, either on a thumb drive or flash drive.

Proposals must be in the following format:

- Bid Forms (*All Bid Forms must be signed – see page 3 of this solicitation*) Letter of Transmittal
- Statement of Experience and Qualifications
- Company Financial Strength
- Technical Proposal & Approach
- Training and Customer Service
- Outsourcing Details
- Proposed Cost

Pricing must include all costs as specified in this solicitation.

An official authorized to legally bind the Company shall sign RFP responses.

This RFP will be scored and ranked by an evaluation committee. Please note that brief, concise responses to items in this RFP are strongly preferred. Proposals should follow the order used below.



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

Proposers must include the following information in their proposals and must use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page. Failure to clearly and completely provide all information below in the order requested may result in rejection of the proposal as non-responsive.

Bid Form: Section 11.0 – Bid Forms must be filled out and signed by an officer of the company authorized to bid or negotiate on behalf of the company.

Letter of Transmittal: This should be a maximum of two pages in length and highlighting the main features of the system being proposed along with a high-level description of the proposer's ability to meet the requirements of the RFP. If this individual is different than the one identified on the Bid Forms, please include their title, address, phone, Fax and email address for signor.

Statement of Experience and Qualifications: Company submitting a proposal shall list all qualifications and experience pertaining to this type of service. The proposer may be required, upon request, to provide additional information to the satisfaction of the City that he/she has the skill and experience, the necessary facilities and ample financial resources to perform the contract in a satisfactorily manner and within the required time.

Proposers should include the business history, including any mergers and acquisitions, change or alteration in corporation name, and current purpose/function in the marketplace including financial stability.

The company shall identify the principal management and supervisory staff including partners, managers, and on-site supervisors and specialists who will be assigned to the project as well as their qualifications, including specific information on experience with automated traffic camera enforcement systems. The company must demonstrate that all such individuals have at least three years of continuous operation of similar systems.

If, at its sole discretion, the City judges the available evidence of competency of any proposer is not satisfactory, the proposal of such proposer may be rejected.

Company Financial Strength: Appreciating the substantial capital investment required by a proposer to procure equipment, install and maintain a program, the City requires a financially strong proposer.

Included with the proposal shall be a good general description of the firm's financial condition. Identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede the company's ability to complete the project.

Financial strength will be determined by the company's financial statements. Companies with demonstrated profitability and strong balance sheets will be given preference. Please include a copy of the company's most recent annual report, and the last three years of independent, externally audited financial statements, or equivalent information.

Technical Proposal: Proposals should detail the technology that is being suggested for installation for the automated traffic camera enforcement system. Details such as average up-time, system accuracy,



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

portability, etc., of the proposed system should be detailed in this section, ensuring that all aforementioned requirements are addressed.

Training and Customer Service: Describe the company's approach to implementation, training and ongoing customer service including helpdesk support. Include a proposed implementation timeline along with proposed structures for ongoing support to Providence Police and Municipal Court users.

Outsourcing: Describe any and all outsourcing performed in relation to this RFP by your company.

Proposed Cost: The goal of this project is to reduce the number of injury accidents by decreasing the number of red light and speeding violations. The City is open to various cost models, including revenue sharing to reduce installation and maintenance costs. If there are multiple options, each option should be clearly indicated as separate scenarios. All costs must be clearly outlined, including "add-on" or optional services. Any licensing costs associated with processing software or integration technology should be included here.

Companies are must outline compensation structures for consideration and provide a justification for their package. These compensation structures must be detailed, showing company costs and expenses along with all anticipated revenue and what revenue the City should anticipate. Please indicate if any portion of this anticipated revenue to the City is guaranteed.

While cost is only one of the factors the City will consider in selecting a company, consideration will be given to proposals that present the best value to the City over the term of the contract.

Companies shall use their judgment on attachments and appendices providing additional information.

Please state any and all additions, deletions, and exceptions, if any, that you are taking to any portion of this request for proposals. If not addressed specifically, the company's submission shall be acknowledgement and acceptance of all terms and conditions listed in this RFP.

Submission of a proposal is acknowledgement and acceptance of the City of Providence' Standard Terms and Conditions.

Evaluation Criteria

The evaluation of proposals will be conducted in a time frame convenient to the City.

The City of Providence reserves the right to award on the basis of cost alone, accept or reject any or all proposals, and to otherwise act in its best interest including, but not limited to, directly negotiating with any company who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Should the successful bidder and the City fail to come to agreement, the City may at



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

its sole discretion award services to any of the remaining bidders. Further, the City reserves the right to waive irregularities it may deem minor in its consideration of proposals.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The minimum score to pass the technical proposal component is 60 points. The City of Providence may elect to require presentations(s) by Companies in consideration for award.

Proposals will be evaluated in three (3) phases:

1. The first phase is an initial review to determine if the proposal, as submitted, is complete. To be complete, a proposal must meet all the requirements of this RFP.
2. The second phase is an in-depth analysis and review based on criteria below and their associated weights.

Evaluation Criteria	Weight
Technical Proposal	
Company Qualifications and References	20
System Capabilities and Technology	20
Customer Service Delivery and Support	20
Experience with Rhode Island Law	10
Financial Proposal	
Minority Business Enterprise Utilization Plan (Bonus Points)	6
Total	106

3. The third is a comparison of each proposal’s weighted evaluation relative to the costs proposed.

In the event that the City requires further information and/or a demonstration of any equipment or process offered in any proposal, all Companies asked for same will do so at no cost to the City.

References



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

Please list at least four (4) customers with whom you have contracted to provide similar services. Preferably, references should be municipalities which are of approximate size as the City of Providence, and a website address should be included if available.

Reference #1
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____
Website Address: _____

Reference #2
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____
Website Address: _____

Reference #3
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____
Website Address: _____

Reference #4
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____
Website Address: _____



**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.