



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

# REQUEST FOR PROPOSALS

**Item Description:** PUBLIC EDUCATION AND MARKETING FOR COMMUNITY COMPOSTING RESOURCES (2-YEAR CONTRACT)

**Procurement/MinuteTraq #: 43145**

**Date to be opened: 12/4/2023**

**Issuing Department:** Sustainability

## **QUESTIONS**

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
  - Email: [purchasing@providenceri.gov](mailto:purchasing@providenceri.gov)
    - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise (M/WBE) Program and the corresponding forms (Pages 11-15) to the M/WBE Outreach Director for the City of Providence, Grace Diaz
  - Email: [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov)
    - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 16) to the issuing department’s subject matter expert:
  - Name: Kevin Proft
  - Title: Deputy Director of Sustainability
  - Email Address: [kproft@providenceri.gov](mailto:kproft@providenceri.gov)

Questions may be submitted to the appropriate contact by November 15, 2023. Responses will be posted in the form of an addendum to this RFP on November 22, 2023.

## **Pre-bid Conference**

There will be a Non-Mandatory Pre-Bid Conference on November 13, 2023 at 2:00 p.m. See “2.0 Instructions to Bidders” in the “Bid Package Specifications” portion of this RFP below for the link to the virtual meeting.



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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, 02903.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract and Supply Meeting in Conference Room 305, on the 3<sup>rd</sup> floor of City Hall.

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

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

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

*This information is **NOT** requested to be provided in your initial bid by design.*

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



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**BID PACKAGE CHECKLIST**

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

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

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

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

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

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

- Bidder's Proposal: 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.
- Signed Addenda
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

**All of the above listed documents are REQUIRED.** (With the exception of financial assurances, which are only required if specified on page 5.)

**\*\*\*Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.**



**BOARD OF CONTRACT AND SUPPLY  
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**NOTICE TO VENDORS**

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



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**BID TERMS**

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

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

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

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

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



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**BID FORM 1: Bidders Blank**

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

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

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

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

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

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

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

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

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

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

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

Total Amount in Figures\*: \_\_\_\_\_

***\*If you are submitting a unit price bid, please insert "Unit Price Bid"***

***Use additional pages if necessary for additional bidding details.***

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

\_\_\_\_\_  
Title



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

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

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

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

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

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

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

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



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

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

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

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

understanding that:

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

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

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

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

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





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**BID FORM 4: Affidavit of City Vendor**

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

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

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

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

Position in the “Business” \_\_\_\_\_

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

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

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

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

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

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

a. Members of the Providence City Council?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

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

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



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c. The Mayor of Providence?  Yes  No

- If Yes, please complete the following:  
 Recipient(s) of the Contribution:  
 Contribution Date(s):

Contribution Amount(s):

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

- If Yes, please complete the following:  
 Recipient(s) of the Contribution:  
 Contribution Date(s):

Contribution Amount(s):

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

\_\_\_\_\_  
Position



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**WBE/MBE Form Instructions**

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

The goal for Minority Business Enterprise (MBE) participation is **10%** of the total bid value.

The goal for Women's Business Enterprise (WBE) participation is **10%** of the total bid value.

The goal for combined MBE/WBE participation is **20%** of the total bid value.

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

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

**Bid Requirements:**

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



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**Verifying MBE/WBE Certification**

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

**Form Instructions:**

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

**Assistance with Form Requirements**

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

**Contract Requirements:**

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

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

**Questions?**

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



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**MBE/WBE PARTICIPATION AFFIDAVIT**

Project /Item Description (as seen on RFP):

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

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

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

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

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.  
The goal for Women's Business Enterprise (WBE) participation is 10% of the total bid value.  
The goal for combined MBE/WBE participation is 20% of the total bid value.

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

If awarded the contract, I understand that my company must submit to the Minority and Women's Business Coordinator at the City of Providence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation goals and other requirements of the RI General Laws. **I understand that these documents must be submitted prior to the issuance of a notice to proceed.** Initial \_\_\_\_\_

**I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports required by the MBE/WBE Office on a quarterly basis verifying payments to the subcontractors(s) utilized on the contract.** Initial \_\_\_\_\_

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. **I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.**

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

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

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

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

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

\_\_\_\_\_  
Date



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**SUBCONTRACTOR DISCLOSURE FORM**

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

Prime Bidder: \_\_\_\_\_ Primary NAICS \_\_\_\_\_

Code: \_\_\_\_\_

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

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

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

Please read and initial the following statement acknowledging you understand. If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box (F)) and the prime contractor is NOT a Rhode Island State-certified MBE or WBE, you must fill out the MBE/WBE WAIVER REQUEST FORM for consideration by City of Providence MBE/WBE Outreach Director. Initial \_\_\_\_\_ Required

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

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



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**MBE/WBE Waiver Request Form**

**Fill out this form only if you did not meet the 20% MBE/WBE participation goal.  
State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.**

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov) or [mbe-wbe@providenceri.gov](mailto:mbe-wbe@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



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## **BID PACKAGE SPECIFICATIONS**

### **1.0 Project Overview and Scope**

#### **1.1 Purpose**

This RFP seeks a vendor to design and implement an equitable public education and marketing campaign to (1) explain the benefits of food waste diversion and composting to Providence residents and (2) attract 310 new Providence households to food scrap diversion services offered by locally-available organizations and businesses. Half of new the households should be from disadvantaged communities.

#### **1.2 Background Information**

The City of Providence’s Sustainability Department (Department) was recently awarded a USDA Compost and Food Waste Reduction cooperative agreement to increase food scrap diversion in the city. This RFP is aimed at implementing the public education and marketing program identified in the Department’s application.

The Department has worked to reduce food waste since its establishment in 2012. This RFP builds on a series of community engagement and planning efforts. In 2019, the Department completed the Climate Justice Plan, which gained national attention for its efforts to partner with underserved communities and center racial justice. The plan includes a chapter on building a regenerative economy with a focus on eliminating food waste. In 2021, the Department and community partners developed a residential composting plan (compost plan) that provides recommendations for diverting food waste. The plan details a variety of food scrap diversion services available to residents including backyard composting, drop-off locations, and small-scale collection services. This RFP aims to raise the profile of these existing services to encourage greater uptake and participation by Providence residents. This RFP addresses the following goals identified in the compost plan:

1. Keep materials local: Process waste as close to its origin as possible.
2. Promote community composting: Use drop-off sites to reduce emissions from transportation and increase system efficiency.
3. Close the loop: When possible, compost should be returned to local soils.
4. Center Equity: Ensure programs do not disproportionately burden frontline communities.
5. Prioritize composting over anaerobic digestion, to the extent possible.

This RFP also addresses the following strategy recommended by the compost plan: steward an education and outreach campaign on organic recycling.

While the Climate Justice Plan has set a goal of diverting all food waste from the landfill by 2040, the City does not currently have the capacity to implement a municipal residential collection program. Instead, in the near term, the City intends to divert residential food waste by partnering with existing local organizations and businesses focused on food waste diversion and composting.

#### **1.3 Equity**

Many of Providence’s census tracts are identified as “disadvantaged” by the Federal Government’s Climate and Economic Justice Screening Tool and correspond with the frontline communities the Department focuses much of its work on. These diverse communities are on the frontline of the climate crisis and are disproportionately impacted by health and economic disparities. The awarded vendor will equitably distributed resources in the following manner:





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- Public education campaign materials will be available in English and Spanish and significant engagement will occur in disadvantaged neighborhoods.
- At least 50 percent of new residents participating in food scrap diversion services will be from disadvantaged neighborhoods.
- Bi-lingual compost champions from disadvantaged neighborhoods will be identified, trained, and paid to conduct outreach in disadvantaged neighborhoods.

**1.4 Scope of Work**

This RFP seeks a vendor to design and implement an equitable public education and marketing campaign to (1) explain the benefits of food waste diversion and composting and (2) attract 310 new Providence households to food scrap diversion services offered by local organizations and businesses.

The City of Providence has an interest in raising public awareness about the benefits of food waste diversion and composting among its residents. This will build support for existing and future food waste reduction efforts and help the City reach its zero-waste goal. Additionally, the City has an interest in raising the profile of the small- and mid-scale composting entities in the city as their services align with our waste management goals. These community composters have limited budgets and bandwidth to market their services to the public, despite having capacity to accept more food waste.

The awarded vendor will develop a bilingual public education campaign about the benefits of food waste diversion and composting. The campaign will guide interested residents towards existing food waste diversion services. Information on all locally-available options will be presented, allowing residents to make an informed decision about which service works for their circumstances. Examples of services include backyard composting mentorships, food waste drop-off sites, and residential collection programs. The Department favors interpersonal engagement strategies compared to mass-market strategies. Outreach materials resulting from the project should be designed in such a way as to be useful beyond the grant term.

Half of new households using food scrap diversion services should be from disadvantaged communities. Outreach materials resulting from the project shall be translated into Spanish. \$30,000 of the overall budget shall be used by the awarded Bidder to identify, train, and pay bilingual compost champions from disadvantaged neighborhoods to help conduct outreach in disadvantaged neighborhoods. In addition to outreach, compost champions will assist with compost mentorships and trainings for those more comfortable learning in Spanish. As such, a level of coordination will be required between the Bidder and the vendors selected by the City to implement the backyard compost mentorship program and the food scrap drop-off site development program, also being funded by this USDA cooperative agreement under different RFPs.

Over the 18-month grant term, the City has projected it can reach its goal of 310 new Providence households participating in food scrap diversion in the following manner:

- Backyard Composting Mentorships: 40 households
- Existing drop-off locations and collection services: 150 households
- Appx. 6 new or improved drop-off locations: 120 households

While separate RFPs will be issued for the backyard compost mentorship program and to identify locations for and build new compost drop off sites, the Bidder's education and marketing campaign should also drive interested residents to these options to help the City meet its overall goal.

Subrecipient shall meet regularly and submit semi-annual and close out reports to keep the City abreast of project progress.



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**1.5 Eligible Expenses**

Eligible expenses include:

1. Cost of vendor's labor and Cost of approved sub-awardees' labor
2. Outreach materials (e.g. graphic design, printing, purchasing a website domain, translation etc.)

**1.6 Ineligible expenses**

Ineligible expenses include:

1. Expenses incurred prior to the execution of an agreement for service
2. Costs associated with the development of a proposal in response to this RFP

**2.0 Instructions to Bidders**

**2.1 RFP Schedule**

Below is the RFP schedule. The Department may change these dates at its sole discretion, in the form of an addendum. All notifications and amendments to this RFP will be posted via the Rhode Island Municipal Bidder Notification System. More information is available at <https://www.providenceri.gov/purchasing/>.

RFP Posted	November 6, 2023
Pre-Bid Conference	November 13, 2023 at 2:00 p.m.
Deadline for Bidder Questions	November 15, 2023
Response to Bidder Questions	November 22, 2023
Proposal Due Date	December 4, 2023 at 2:15 p.m.
Award Date	December 18, 2023

**2.2 Pre-Bid Conference**

There will be a non-mandatory pre-bid conference on the date and time included in the chart above. Bidders may take this opportunity to learn about this RFP and ask clarifying questions. The Department will post Bidders' questions and the Department's responses from the pre-bid conference in an addendum to this RFP on the Response to Bidder Questions date included in the chart above.



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Pre-Bid Conference Link:

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)<sup>1</sup>

Meeting ID: 265 168 050 320

Passcode: noVQU8

[Download Teams](#) | [Join on the web](#)<sup>2</sup>

**Or call in (audio only)**

[+1 332-249-0606,,979676214#](tel:+13322490606979676214) United States, New York City

Phone Conference ID: 979 676 214#

[Find a local number](#) | [Reset PIN](#)

### 2.3 Questions and Addenda

Bidders are advised that once the RFP has been issued, all contact must be handled per the guidance on page 1 of this RFP package. Instructions for participating in this bidding process and information regarding this project will be provided only through this RFP and written addenda. Questions may be submitted to the appropriate contact by the Deadline for Bidder Questions date included in the chart above. Responses will be posted in the form of an addendum to this RFP on the Response to Bidder Questions date included in the chart above.

Any addendum issued to Bidders prior to the proposal opening date will include an addendum acknowledgement section. Since all addenda shall become a part of the RFP, all addenda must be signed by an authorized Bidder representative and returned with the Bidder's proposal. Failure to sign and return any addendum acknowledgements may be grounds for rejection of the proposal response.

### 2.4 Submission Process

Proposals must be submitted to the City on or before 2:15 PM EST on the Proposal Due Date included in the chart above. All proposals must include 2 original printed proposals and must be received before the deadline in a sealed package to the following address:

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

Proposals must include the following documents:

- Completed City bid forms 1, 2, 3 & 4
- M/WBE forms (and approved M/WBE waiver, if applicable).
- Proposal
- Signed addenda

<sup>1</sup> [https://teams.microsoft.com/join/19%3ameeting\\_MjNmMTQ3OWUzJE0ZS0ZDE5LTg5ZTA0MTI2Nm50GFmY2Uw%40thread.v2/0?context=%7b%22Tid%22%3a%22561baac9-45d8-4ace-90d5-f642ceb985af%22%2c%22Oid%22%3a%22b7d5ffae-555a-48eb-8e29-2e0b32948084%22%7d](https://teams.microsoft.com/join/19%3ameeting_MjNmMTQ3OWUzJE0ZS0ZDE5LTg5ZTA0MTI2Nm50GFmY2Uw%40thread.v2/0?context=%7b%22Tid%22%3a%22561baac9-45d8-4ace-90d5-f642ceb985af%22%2c%22Oid%22%3a%22b7d5ffae-555a-48eb-8e29-2e0b32948084%22%7d)

<sup>2</sup> <https://www.microsoft.com/microsoft-teams/join-a-meeting>



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A checklist has been provided for respondent's convenience on page 3 of this RFP.

**2.5 M/WBE Forms**

All Bidders must include the relevant M/WBE forms included on pages 11-15 of this solicitation. If a bidder will not meet the City's goal of 20% M/WBE participation, a waiver must be requested. The approved waiver must be submitted with the Bidder's proposal, so a request should be placed as soon as the bidder knows they will not meet the goal to ensure adequate time for the waiver request to be processed and approved. See "Waiver Requests" on page 11 for more information.

**2.6 Withdrawal of Proposal**

Proposals may be withdrawn at any time prior to the proposal due date and time. Once the proposal due date has passed all proposals become the property of the City.

**3.0 Terms and Conditions**

**3.1 Proposal Ownership**

All materials submitted in response to the RFP shall become the property of the City upon bid opening and will be considered as part of this RFP.

**3.2 Accept/Reject Proposal**

Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal. The City reserves the right to fund, in whole or in part, any, all, or none of the applications submitted in response to this RFP. The City reserves the right to waive technicalities, irregularities, and omissions. The City reserves the right to make the award in a manner deemed to be in the best interests of the City and to correct any award erroneously made as a result of a clerical error on the part of the City. Proposals received after the due date and time indicated on the cover of this bid will not be considered. The City's Purchasing website includes a step-by-step guide for submitting a bid <https://www.providenceri.gov/purchasing/how-to-submit-a-bid/>.

**3.3 Rhode Island Public Records Law**

Vendors are advised that all materials submitted for consideration in response to this RFP will be considered Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exceptions, and will be released for inspection immediately upon request after an award is made.

**3.4 RFP Interpretation**

Interpretation of the wording of this document shall be the responsibility of the City and that interpretation shall be final.

**3.5 Proposal Modification**

Any exceptions/additions/alterations to the terms and conditions contained herein must be included in the bidder's proposal response. Failure to provide the required data to allow for evaluation of the bidders response to the RFP, or failure to follow and complete the RFP proposal format and accompanying documents will be grounds for rejecting the proposal offer. The City reserves the right to reject any proposals that alter the terms specified in the RFP.

**3.6 Confidentiality**

From the date of issuance of the RFP until the opening date, the Bidder must not make available or discuss its proposal, or any part thereof, with any employee or agent of the City. The Bidder is hereby warned that any part of its proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Rhode Island State laws.



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**3.7 Contract Term**

The City seeks to enter into a contract from the date of execution of an agreement for services through May 11, 2025.

**3.8 Regulations**

The Subrecipient shall conduct all work funded under this Agreement in compliance with the following:

- The USDA Farm Production and Conservation Business Center’s November 2022 General Award Terms & Conditions, and all other federal regulations cited therein;
- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- All local, state, and federal laws; and
- Any subsequent USDA and/or City of Providence Policy Memos, Regulations, Communications, and guidance.

**3.9 Subrecipient Reporting, Audit, and Record Keeping Requirements**

The Subrecipient must retain certain records and must submit to the City annually, or at such other intervals as requested, any information, documents or certifications requested by the City which the City deems reasonably necessary to substantiate the Subrecipient’s continuing compliance with the provisions of all applicable CFWR program rules, guidelines, criteria, regulations, or the Act. Reports must be submitted in such format as prescribed by the City. The City shall retain the right to change reporting requirements from time to time as it deems necessary.

**4.0 Proposal**

**4.1 Technical Proposal**

The proposal should address each of the following elements and should be limited to 7 total pages or 3.5 pages back and front:

1. Experience: Bidders should demonstrate their knowledge of food waste diversion and its benefits. Bidders should demonstrate their knowledge of the local ecosystem of food waste diversion opportunities and services available to Providence residents. Bidders should demonstrate their experience working on outreach campaigns aimed at informing the public about available programs or services, and their success in affecting behavior change. If subcontractors are used, their expertise and experience should also be included.
2. References: Bidders should submit three references related to the project to help the City determine past performance. The City reserves the right to contact references that the Bidder submits. Bidders must provide a contact name, telephone number, email address, and a concise description of the work conducted for each reference.
3. Project Narrative and Timeline: Bidders should describe how you will approach the scope of work and how they will meet the project objectives. At a minimum, the Bidder’s narrative should include:
  - a. A timeline and schedule with tasks and major milestones.
  - b. A description of their public engagement strategy, including the types of materials that will be generated and the types of outreach that will be conducted.
  - c. A description of how they will identify and train bi-lingual compost champions from disadvantaged communities to conduct outreach in disadvantaged communities.
  - d. A description of how they will ensure at least 50% of new uptake of food scrap diversion services will be from households in disadvantaged communities.
4. Cost Proposal: Please provide a cost proposal based on an 18-month contract term that includes a line-item budget. \$84,540 in funds are available for this RFP from a combination of the Department’s USDA Compost and Food Waste Reduction cooperative agreement and the Department’s operating budget. \$30,000 of this funding shall be reserved for the identification,



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training, and compensation of enthusiastic bilingual composters to help the City meet the equity goals of the USDA CFWR agreement. The vast majority of this should go towards compensating the bilingual composters for their services, not to identifying and training them.

#### 4.2 Selection/Evaluation Criteria

The City reserves the right to select the firm(s) that it deems to be most qualified and responsible to provide the goods and/or services as specified herein. Proposals shall be reviewed by a technical evaluation committee (“TEC”) comprised of City staff. The TEC first shall consider technical proposals. Technical proposals must receive a minimum of 46 out of a maximum of 65 points (70%) to advance to the cost evaluation phase. Any technical proposals scoring less than 46 points shall not have the accompanying cost proposals opened and evaluated and will be dropped from further consideration. Technical proposals scoring 46 points or higher will have the cost proposals evaluated and assigned up to a maximum of 35 points in the cost category bringing the total potential evaluation score to 100 points.

1. Experience: Points are based on the concise description of the firm’s qualifications and experience including existing knowledge about food scrap diversion and its benefits, existing knowledge of the local ecosystem of food scrap diversion opportunities and services, and successful experience with public campaigns to raise awareness for a service.
2. References: Points are based on the provision of the requested references, and, if contacted, the references’ assessments of the Bidders qualifications as they pertain to this RFP.
3. Project Narrative and Timeline: Points are based on the narrative and timeline outlining the firm’s approach to meeting the purpose and specific needs of the project. This is intended to assess whether the firm understands the project.
4. Bid Forms and M/WBE forms: Points are based on whether required forms have been submitted and properly completed. Vendors not submitting all required forms may be disqualified. Vendors not meeting the City’s M/WBE goals must secure an approved waiver (see page 11).
5. M/WBE Participation: Bidders that are M/WBE certified by the State of Rhode Island or which meet the City of Providence’s goal of 20% M/WBE participation will receive 5 points.
6. Cost Proposal: The City will compare the proposed costs to the proposed services and consider both value and overall cost. The City will also consider the relative cost between proposals.

Criteria	Possible Points
1. Experience	20
2. References	10
3. Project Narrative and Timeline	25
4. All Purchasing Forms Complete	5
5. M/WBE Participation	5
<b>TOTAL POSSIBLE TECHNICAL POINTS</b>	<b>65</b>
6. Cost Proposal	35
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>



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## **SUPPLEMENTAL INFORMATION**

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

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

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

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

**You must be able to provide:**

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



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**CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS**

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





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