



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

REQUEST FOR PROPOSALS

Item Description: Re-Bid CITY OF PROVIDENCE MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE DISPARITY STUDY – ONE-YEAR CONTRACT WITH ONE-YEAR OPTION FOR RENEWAL.

Procurement/MinuteTraq #: 43531

Date to be opened: 1/29/2024

Issuing Department: Economic Development

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: mwbe@providenceri.gov
 - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
 - Name: Cassandra Thomas
 - Title: Director of Economic Development
 - Email Address: cthomas@providenceri.gov

Pre-bid Conference

There will be a Non-Mandatory Pre-Bid Conference. Date and time to be determined and will be pasted as an addendum.

Deadline for questions submissions:

Questions must be submitted to the issuing department’s subject matter expert by 1/12/2024 at 3:00PM.



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

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 1/29/2024

Please Note – this RFP **FOR A MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE DISPARITY STUDY – ONE-YEAR CONTRACT WITH ONE-YEAR OPTION FOR RENEWAL** contains special instructions for two separate proposal packages:
1) Technical Proposal for Qualification and 2) Professional Cost Proposal

1) Technical Proposals for Qualification 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 Technical Proposals for Qualification 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 “**RESPONSE TO RFP for CITY OF PROVIDENCE MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE DISPARITY STUDY – ONE-YEAR CONTRACT WITH ONE-YEAR OPTION FOR RENEWAL**” 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).
- 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.
- This Technical Proposal for Qualification must contain no cost information.
- The Technical Proposal for Qualification 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**

2) Professional Cost Proposals may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of Purchasing, Room 408, City Hall, 25 Dorrance Street, Providence.** All Professional Cost Proposals from firms meeting the minimum technical evaluation score threshold will be publicly opened and read on January 29, 2024 at the Board of Contract Meeting in Conference Room 305, on the 3rd floor of City Hall.

- Bidders must submit **2 copies** of their Professional Cost Proposals in sealed envelopes or packages labeled “**CITY OF PROVIDENCE MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE DISPARITY STUDY – ONE-YEAR**



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

CONTRACT WITH ONE-YEAR OPTION FOR RENEWAL ” 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).

- The Professional Cost Proposal envelope and information relative to the bid must be addressed to:

**Department of Purchasing
Providence City Hall, Room 408
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.

FAILURE TO FOLLOW THESE SUBMISSION INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF THE PROPOSING FIRM.



**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 10 and 11 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 12-13) 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 **nighty (90) 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*:

N/A – TECHNICAL PROPOSAL FOR QUALIFICATION ONLY

Total Amount in Figures*:

N/A – TECHNICAL PROPOSAL FOR QUALIFICATION ONLY

****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**

MBE/WBE Participation Plan

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

Bidder's Name:				
Bidder's Address:				
Point of Contact:				
Telephone:				
Email:				
Procurement #:				
Project Name:				
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? (Check all that apply).	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Neither MBE nor WBE	
<p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> Nonprofit organizations are not required to complete the rest of this form. Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office 				
Name of Subcontractor/Supplier:				
Type of RI Certification:	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Neither	
Address:				
Point of Contact:				
Telephone:				
Email:				
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP				
Total Contract Value (\$):		Subcontract Value (\$):		Participation Rate (%):
Anticipated Date of Performance:				
I certify under penalty of perjury that the forgoing statements are true and correct.				
Prime Contractor/Vendor Signature	Title			Date
Subcontractor/Supplier Signature	Title			Date

***If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.**



**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

Introduction

The City of Providence (the "City"), acting through the Director of Economic Development (the "Official"), seeks proposals from qualified firms (Bidders) to conduct and provide the results of a complete and legally supportable Minority- and Women-Owned Business Enterprises ("MWBEs") disparity study to inform and support the goal of increasing M/WBE participation in City contracts and other diversity programs. The purpose of the study is to assess participation of M/WBE contractors in City procurement. The successful Bidder(s) will have experience conducting MWBEs disparity and other economic studies. The selected Bidder is expected to provide complete statistically sound and legally defensible analyses of the City's contracting and procurement activities to determine any disparities existing in the utilization of MWBEs. The data collection, analysis and report generated by the successful Bidder will serve as the basis for the design of a disparity study.

Objectives of the disparity study include but are not limited to the following:

- a) Analyze the current availability of historically underutilized businesses that offer professional services, construction services and materials, and other supplies and services in the relevant market area of the City;
- b) Identify and recommend specific actions that the City can take that have the highest likelihood of increasing participation by M/WBEscertified contractors;
- c) Provide practical, implementable approaches to improving participation of MWBEs in public contracting. Approaches should be scalable into the foreseeable future.
- d) Recommend a practical, achievable, and transparent framework of tracking and verifying data about participation of M/WBEs in City procurement.



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

Scope of Work

1. Overview

The statistical evidence must cover a large enough timeframe for a robust analysis: The City expects a period of the last five years will be studied including the most recent year. Potential consultants may want to draw from the previous five years as well in order to discuss the impacts of Covid-19 in comparison to the current five year period.

The geographical area to be covered by the disparity study includes is Providence Metropolitan Statistical Area (MSA). The data gathered and analyzed shall include all contracts and expenditures for goods and services, including services for design and construction of public works and public buildings. Consultants are also recommended to read and reference the *Rhode Island BIPOC Small Business Ecosystem Assessment* released by the Rhode Island Foundation as well as other historical State disparity studies released by CommerceRI.

Contract duration is estimated to be twelve (12) months, with the understanding that the contract may be extended for up to twelve (12) months if warranted and necessary. Offerors shall propose a detailed plan of services, including a breakdown of deliverables. The awarded consultant shall be prepared to deliver the final draft of the disparity study within eleven (11) months of contract execution and a final within twelve (12) months of the contract execution date.

The City will fund the scope of work outlined in this RFP with resources granted to them through the American Rescue Plan Act (ARPA). The City will execute a bilateral agreement with the awarded consultant pursuant to this RFP.

Prospective consultants are expected to provide a total cost for the disparity study, and a breakdown of the price per task in a separate cost proposal.

2. Required Services

The consultant shall perform the following components that result in a comprehensive, relevant, effective, data-driven, legally supportable, and enforceable disparity study that withstands the test for constitutional strict scrutiny and other criteria required by applicable law.

The services as described outline the City's understanding of the requirements of a robust disparity study. **Respondents shall propose their own methodologies for accomplishing the objectives of the disparity study.**

Prospective consultants are encouraged to participate in the question-and-answer period of this RFP to clarify what the City is seeking and/or to offer suggestions to improve the clarity and salient aspects of the analysis.



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

a. Data Collection

The consultant shall conduct data collection for utilization in their analysis and final written report. The consultant shall be solely responsible for identifying, researching, compiling, and analyzing all data required to conduct the disparity study with the objectives stated in the “Introduction” section above and the “Final Written Report Requirements” section below.

The consultant must use statistically valid sampling and estimating methods as appropriate where actual procurement data and records are incomplete. The consultant shall be responsible for the legal sufficiency of methods and data used. The City will, to the extent possible, make records available to the consultant and cooperate with the consultant in the retrieval of records.

b. Availability Study

The consultant shall analyze and determine the availability of qualified, willing, and capable businesses in the M/WBE categories (by ethnic group and gender) for supplies and services in the relevant market area. The City’s understanding of the components of an availability study includes and is not limited to the following. Proposals may deviate from and/or augment the steps outlined below and will be considered and evaluated in accordance with the stated criteria. Recommended tasks include:

- Review of the Rhode Island Minority Business Enterprise Compliance Office directory of certified businesses, City of Providence directory of small businesses, and other such directories from any other agencies or any area-based businesses in the range of diversity categories referenced in the “Introduction” section above. Consultant shall opine on the accuracy and maintenance of such listings of diversity-certified businesses.
- Categorize and verify the industry of each identified business (by ethnic group and gender) according to the classification of being a provider of construction, goods/supplies, and services, with a notation of each business applicable to North American Industry Classification System (NAICS) code or a sufficiently clear description if no NAICS code exists.
- Indicate the total number of MWBEs identified for each classification and in total.
- Determine an estimated fraction of businesses doing business with the jurisdictions that are owned by the historically underrepresented groups referenced above (by ethnic group and gender), broken down by classification.
- Determine the relevant market area to the City for procurement, by classification. The consultant should take into consideration the geographic area of the Providence Metropolitan Statistical Area (MSA) or recommend a wider market area based on findings. Based on such, the consultant shall



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

provide an inventory, by classification, of the availability of MWBEs (by ethnic group and gender) in this area.

c. Utilization Analysis

To determine and analyze the utilization of MWBEs (by ethnic group and gender) in the relevant market area per the industries listed below, the consultant shall research and evaluate all contract awards and payments by the City during the period being studied. The consultant shall analyze and determine such utilization using robust methods. Proposals shall outline the respondents' own methodologies for achieving this analysis. The City's understanding of the task includes and is not limited to the following:

- Analyze all purchases within the applicable procurement thresholds:
 - Under \$500
 - \$500 to \$10,000 (\$20,000 for construction projects)
 - Over \$10,000 (\$20,000 for construction projects)
- Analyze small purchases under \$10,000 (\$20,000 for construction) to determine the actual and potential utilization of MWBEs.
- Analyze contracts that were awarded on a competitive basis by the City. In the City, competitive awards are generally purchases of \$10,000 (\$20,000 for construction) and more.
- Examine the contracts based on procurement method that is governed by applicable laws. Generally, for the City, contracts between \$500 and \$10,000 (\$20,000 for construction) are procured by seeking at least three price quotes, while contracts exceeding \$10,000 (\$20,000 for construction) are procured by an advertised, sealed bid or sealed proposal process.
- The utilization analysis shall include the City's use of cooperative contracts (including but not limited to Rhode Island statewide contracts).
- Identify and classify the contracts (and off-contract purchases under \$10,000 [\$20,000 for construction]) according to the following major classifications:
 - Construction (horizontal)
 - Construction (vertical)
 - Design
 - Engineering
 - Goods and Supplies
 - Professional Services
 - Goods and Services (combined)
- Determine and analyze the use of sub-groups (or, sub-contractors) and the utilization of MWBEs as sub-groups on larger contracts.



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

- For each classification of contract, specify both the total number of contracts and the total dollar value of the contracts.
- For each classification of contract, determine:
 - the number of contract awards and payments to MWBEs (by ethnic group and gender) and non-MWBEs
 - the total dollar value of the contracts awarded to MWBEs and non-MWBEs;
 - the percentage of contract awards and payments to MWBEs to the total number of contracts;
 - and,
 - the percentage of the dollar value of the contract awards and payments to MWBEs compared to the total dollar value of all contracts.
- For each classification of contract, determine the number of contract awards and payments in which the prime contractor subcontracts with a MWBEs and the total dollar value of such subcontracts.
- For each contract classification, determine the number of MWBEs that have been awarded and paid for contracts. This analysis factors in subcontractors as well.
- Based on the consultant's findings, determine general trends extending back from the point that records and data are available and expected future trends.

d. Statistical Disparity Analysis

Based on the information gathered from the Availability Study and the Utilization Analysis, the consultant shall perform a Statistical Disparity Analysis to determine whether there is a legally significant, statistical disparity between the number of qualified diversity-certified businesses (by ethnic group and gender) available to perform a particular service or provide a particular good or product to the City.

Proposals shall outline the respondents' own methodologies for achieving this analysis. The City's understanding of the task includes and is not limited to the following:

- Provide the number of such MWBEs actually used by the City in each of the classifications (e.g. construction, design, engineering, etc.) listed above in the Utilization Analysis section.
- Distinguish between the number of MWBEs working as prime contractors and those MWBEs working as a subcontractors, where applicable.
- Conduct a comparison by classification (e.g. construction, design, engineering, goods and services, etc.) of the utilization of MWBEs both as prime contractor and as a subcontractor, in contract awards and payments by the City to diversity-certified businesses available to provide services and/or supplies to the City within the market area.



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

- Determine whether there is a statistically significant disparity either in the under-utilization or over-utilization of MWBEs (by ethnic group and gender) in a particular classification (and/or subgroup, if appropriate).
- Compare and contrast the consultant's findings with contract awards and payments to non-MWBEs acting for the jurisdictions as prime contractors and subcontractors, determining whether there is significant disparity between the level of MWBEs' participation in contract awards and payments according to the City's policies and procedures as performed pursuant to applicable federal and state law and local ordinances as compared to contract awards and payments to businesses without diversity certifications.
- If the consultant's analysis demonstrates that a disparity exists (by ethnic group and gender), the consultant shall determine the extent and possible cause(s) of the disparity, including being a result of active or passive discrimination against MWBEs or as a result from vestiges of a discriminatory system. The consultant shall provide recommendations to address the disparity.

e. Procurement Practice Review

Covering the period being studied as stated above, the consultant shall review current and past procurement policies, programs, laws, rules, regulations, procedures, processes, and practices of the City and the departments that make procurement decisions, in order to determine whether the policies, programs, laws, rules, regulations, procedures, processes, and practices are discriminatory against MWBEs on their face or in practice or the extent to which prior efforts have assisted MWBEs to participate on a fair basis in contracting activities.

Proposals shall outline the respondents' own methodologies for achieving this review. The City's understanding of the task includes and is not limited to the following:

- Review and analyze the City's policies, procedures, and practices related to the procurement of small dollar contracts or purchases under the written contract threshold (i.e. between \$500.00 and \$10,000(\$20,000.00 for construction), and over \$10,000.00 (\$20,000 for construction). Document findings and provide specific recommendations.
- Determine and document if there are any barriers, either passive or active, to full participation of MWBEs in the City's procurement and contracting process, broken down by procurement thresholds used by the City based on the most recent amendment of the City Home Rule Charter.
- Consultant shall make recommendations for changes and/or revisions to current procurement policies, programs, laws, rules, regulations, procedures, processes, and practices in order to enhance the participation of MWBEs in the City's purchases and contracts.



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

- Determine the opportunities to expand MWBE engagement through “piggybacking” processes on either state contracts or other cooperative purchasing vehicles.

f. Barrier Investigation and Analysis

Consultant will analyze and investigate what barriers exist for M/WBE firms.

Proposals shall outline the respondents’ own methodologies for achieving this investigation and analysis. The City’s understanding of the task includes and is not limited to the following considerations:

- Issues with the certification process and capacity issues bidding for and accessing government procurement information.
- Systemic barriers, issues, or problems related to the development and/or expansion of M/WBEs.
- Any other patterns or economic trends that might result in a disproportionately small number of MWBEs in the market area

g. Potential for Race and Gender-Neutral Programs

The consultant shall make recommendations for race-neutral and gender-neutral means to address and resolve issues that may be discovered by the findings of the disparity study. The consultant shall identify specific options that the consultant believes will be effective at increasing participation by MWBEs and what resources the City needs to create and implement such programs.

h. Meetings

With the City’s approval, the consultant shall schedule and conduct meetings. These meetings will be the City with the City and others at a mutually agreed upon time and location as determined by the City’s project manager and documented in the contract.

For meetings scheduled by the consultant, the consultant will notify all attendees with a meeting agenda not less than seven (7) days prior to the meeting. The consultant shall record issues discussed and agreements made as minutes of the meeting and provide a copy of the minutes to the City within five (5) business days following the meeting.

Anticipated meetings may be scheduled for, but are not limited to, the following:

- Project kick-off
- Visits with key City Departments
- Interviews



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

- Project development
- Project coordination
- Community engagement
- Presentations
- Other ad hoc meetings

3. Deliverables

a. Reports and Documentation

The consultant shall provide quarterly progress reports to the primary point of contact in the City. Such reports shall include but not be limited to:

- project status by task breakdown and percent complete;
- changes and reason for change in schedule;
- status of work products;
- any adjustments or clarifications to the scope of work (any significant changes may require a contract amendment);
- team personnel that worked during the given quarter;
- a look-ahead for the upcoming quarter;
- unanticipated problems or barriers;
- any other relevant information.

The consultant shall furnish a draft of the final report 60 days prior to the deadline of the final report. The City will review and comment on the draft report and furnish comments within 30 days of receipt of the draft report. The consultant shall incorporate any comments and address any questions as soon as possible upon receipt of the City's comments and questions on the draft report.

The consultant shall furnish the final report to the City at the mutually agreed upon date that will be captured in the contracts resulting from this RFP.

b. Oral Presentations

The consultant shall make at least two formal presentations and other presentations as needed and required by the City. The consultant shall provide a price for such presentations in person and virtually (see price form).

c. Data Delivery

The consultant shall furnish all data gathered for this disparity study to the City in a specified and mutually agreed upon format that can be used for ongoing tracking, development and maintenance of the City's procurement and contracting program and operations.



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

d. Other Deliverables Proposed by Respondent

These may include and not be limited to:

- Actions following final report.
- Assistance in the establishment of a potential Sheltered Market Program.
- Policy support.

Comparative Evaluation Criteria

The Comparative Evaluation Criteria set forth in this section of the RFP shall be used to evaluate responsible and responsive proposals.

All proposals will be reviewed by an evaluation committee composed of employees of the City and potentially, relevant subject matter experts. Final selection will be based upon the evaluators’ analysis of the information and materials required under the RFP and provided by the proposing vendors in their submissions. The City reserves the right to involve an outside consultant in the selection process. Proposals that meet the minimum quality requirements will be reviewed for responses to the comparative evaluation criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to the comparative evaluation criteria.

The City will only award a contract to a responsive and responsible Proposer or Proposers. Before awarding the contract(s), the City may request additional information from the Proposer(s) to ensure that the Proposer has the resources necessary to perform the required services. The City reserves the right to reject any and all proposals if they determine that the criteria set forth have not been met.

Factor 1: Relevant Experience	
The City will look at the experience of the proposer, the proposer’s sub-consultant(s), and key staff that will be assigned to this project. Experience submitted for evaluation under this criterion must be experience gained from performance on projects of similar size and scope to this project, especially as relates to conducting and/or leading disparity studies of similar size and scope, including planned methodology, proposed timeline, and ability to perform the scope within the schedule outlined in this RFP.	
Highly Advantageous	The proposer, the proposer’s sub-consultant(s), and key staff that will be assigned to this project each has more than ten (10) years of experience conducting disparity studies of similar size and scope for governmental bodies in the United States. More than one member of the proposed project team has experience with disparity studies for capital cities.
Advantageous	The proposer, the proposer’s sub-consultants(s), and key staff that will be assigned to this project have more than ten (10) years of experience in the aggregate conducting disparity studies of similar size and scope for governmental bodies in the United States. At least one member of the proposed project team has experience with disparity studies for capital cities.
Not Advantageous	The proposer, the proposer’s sub-consultant(s), and key staff that will be assigned to this project have five (5) to ten (10) years of experience in the aggregate conducting disparity studies of similar size and scope for governmental bodies in the United States.



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

Unacceptable	The proposer, the proposer’s sub-consultant(s), and key staff that will be assigned to this project have fewer than five (5) years of experience in the aggregate conducting disparity studies of similar size and scope for governmental bodies in the United States.
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Factor 2: Key Personnel

The City will evaluate the level of expertise of the proposer, the proposer’s sub-consultant(s), and key staff assigned to work on this project. Resumes and/or curriculum vitae for all key staff assigned to work on this project must be submitted with the technical proposal for evaluation.	
Highly Advantageous	The proposer, the proposer’s sub-consultant(s), and key staff that will be assigned to this project have certifications and/or degrees (or equivalent credentials) directly related to the scope of work of this project and the proposer, the proposer’s sub-consultant(s), or some key staff that will be assigned to this project have received demonstrated national recognition for work performed in the relevant fields.
Advantageous	The proposer, the proposer’s sub-consultant(s), or key staff that will be assigned to this project have certifications and/or degrees directly related to the scope of work of this project and the proposer, the proposer’s sub-consultant(s), or some key staff that will be assigned to this project have received demonstrated national recognition for work performed in the relevant fields.
Not Advantageous	Either the proposer, the proposer’s sub-consultant(s), or key staff that will be assigned to this project have certifications and/or degrees directly related to the scope of work of this project or the proposer, the proposer’s sub-consultant(s), or some key staff that will be assigned to this project have received demonstrated national recognition for work performed in the relevant fields.
Unacceptable	The proposal does not reflect qualifications, credentials or recognition consistent with those typically required of a disparity study.

Factor 3: Plan of Services

Proposers shall outline a plan of services providing detailed methodology for how the consultant plans to conduct the analysis of each of the factors listed above that comprise the disparity study. The City will evaluate how the proposer plans to deliver the services outlined in the RFP and may require changes to the proposed plan of services prior to completing the evaluation of proposals.	
Highly Advantageous	The proposed plan of services thoroughly examines the extent to which diversity-certified businesses are underutilized by the City’s procurement and contracting within the market area such that the City can determine what remedies are most effective, implementable, likely and necessary to increase participation of historically underutilized businesses in public purchasing. The established market area is relevant and explicitly defined. The markets (goods, services, construction) are relevant and explicitly defined. The plan evaluates disparities considering only firms that are ready, willing, and able to bid on and perform the local government contracts. The study presents relevant evidence related to marketplace discrimination. The study includes anecdotal evidence collected from multiple



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

	<p>techniques from individuals who had actual, verifiable experiences working with the City. The study will identify barriers and describe the harm (if any) impacting the individuals providing the anecdotal evidence and will examine the extent to which any discriminatory exclusion and limited contracting opportunities are systemic rather than isolated. The plan of services to provide the disparity study includes a legal overview of the rules, laws, policies, ordinances, and regulations governing the City’s procurement of supplies and services, including public design and construction. Numerical disparities are determined by relevant and comprehensive data. The methodology proposed is aligned with legal precedent. The key staff assigned to work on the project demonstrate the relevant and necessary expertise to perform the scope of work. And the proposed schedule aligns with the City’s expectations in the RFP.</p>
<p>Advantageous</p>	<p>The proposed plan of services thoroughly examines the extent to which diversity-certified businesses are underutilized by the City’s procurement and contracting within the market area such that the City can determine what remedies are most effective, implementable, likely, and necessary to increase participation of historically underutilized businesses in public purchasing. The established market area is relevant and explicitly defined. The markets (goods, services, construction) are relevant and explicitly defined. The plan evaluates disparities considering only firms that are ready, willing, and able to bid on and perform the local government contracts. The study presents relevant evidence related to marketplace discrimination. The study includes anecdotal evidence collected from multiple techniques from individuals who had actual, verifiable experiences working with the City. The study will identify barriers and describe the harm (if any) impacting the individuals providing the anecdotal evidence and will examine the extent to which any discriminatory exclusion and limited contracting opportunities are systemic rather than isolated. The plan of services to provide the disparity study includes a legal overview of the rules, laws, policies, ordinances, and regulations governing the City’s procurement of supplies and services, including public design and construction. Numerical disparities are determined by relevant and comprehensive data. The methodology proposed is aligned with legal precedent. And, more than half of the key staff assigned to work on the project demonstrate the relevant and necessary expertise to perform the scope of work. The proposed schedule aligns with the City’s expectations in the RFP.</p>
<p>Not Advantageous</p>	<p>The proposed plan of services does not thoroughly examine the extent to which diversity-certified businesses are underutilized by the City’s procurement and contracting within the market area such that the City can determine what remedies are most effective, implementable, likely, and necessary to increase participation of historically underutilized businesses in public purchasing.</p>
<p>Unacceptable</p>	<p>The proposed plan of services lacks sufficient detail and care to accomplish the objectives described in this RFP.</p>

Factor 4: Presentation



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

All applicants that meet the minimum quality requirements will be invited to interview in one or two rounds with the City’s evaluation committee. Details of the presentation format will be provided after the committee has evaluated all technical (non-price) proposals (with the exclusion of this criterion).	
Highly Advantageous	All key personnel assigned to the project were available at the presentation, including the project manager; the group presented cohesively and demonstrated synergy amongst the proposer’s staff and staff members of the sub-consultant(s) if any; the presentation was organized and direct and responses to questions from the evaluation committee were direct, thorough, and consistent.
Advantageous	Only one key staff person assigned to the project was unavailable at the presentation; the project manager was available at the presentation; the group presented cohesively and demonstrated synergy amongst the proposer’s staff and staff members of the sub-consultant(s) if any; the presentation was organized and direct and responses to questions from the evaluation committee were direct, thorough, and consistent.
Not Advantageous	More than one key staff person assigned to the project was unavailable at the presentation or the project manager was unavailable at the presentation; or the group did not present cohesively or did not demonstrate synergy amongst the proposer’s staff and staff members of the sub-consultant(s) if any; or the presentation was not organized and direct or responses to questions from the evaluation committee were not direct, thorough, and consistent.
Unacceptable	The presenters did not demonstrate sufficient experience to perform in public meetings.

Factor 5: Diversity-Certification Status of Proposer	
The City considers the diverse make-up of the chosen consultant to be of significant importance as this may impact the consultants’ depth of understanding of the diversity-certification process. As such, the City will rate more highly those proposals submitted by diversity-certified vendors as referenced throughout this RFP. The proposer must submit documentation of certification by the State of Rhode Island Division of Equity, Diversity & Inclusion (DEDI) or other government-authorized certifying entity if outside of the State of Rhode Island in support of diversity-certified or otherwise historically underutilized vendor status.	
Highly Advantageous	Both the proposer and fifty percent or more of the proposed sub-consultant firms currently hold a DEDI or other widely recognized diversity-related vendor certification.
Advantageous	Both the proposer and forty-nine percent or fewer of the proposed sub-consultant firms currently hold DEDI or other widely recognized diversity-related vendor certification.
Not Advantageous	Either the proposer currently holds, or any number of the proposed sub-consultant firms currently hold either DEDI or other widely recognized diversity-related vendor certification.
Unacceptable	No one on the proposer’s team holds diversity certification.

Quality Requirements



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

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form, below, and submit it with your completed proposal.** The City will disqualify any response that does not meet the minimum quality requirements. A "No" response to items 1, 2, or 3, or a failure to respond to any of the following minimum standards, will result in disqualification of your proposal.

QUALITY REQUIREMENTS		YES	NO
1.	The Consultant has the experience and ability to conduct disparity studies and provide expert testimony regarding its findings and conclusions before any administrative body and/or United States court of law, including evidence of having successfully conducted, or participated as a sub-consultant on, at least two (2) disparity studies for a state or local governmental body in the last ten (10) years. The Consultant shall provide documentation with the proposal submission to support this quality requirement.		
2.	The Consultant has experience in conducting all necessary investigations and interviews, surveys, and collections of quantitative data, as well as performing required analyses, collecting all pertinent anecdotal information, and any other activity necessary to carry out this study, and the Consultant has successfully completed such work specifically for a disparity study.		
3.	The Consultant has the capacity to meet the City's anticipated schedule for completing the scope of work and furnishing the deliverables.		

In order to provide verification of affirmative responses to items 1, 2, and 3 under the quality requirements listed in the Quality Requirements Form, Offeror must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

Period of Performance

The period of performance for this contract begins on or about 3/15/2024 and ends on or about 3/16/2025. Should the City and the contracted consultants determine that additional time is necessary in order to fulfill the scope of work, a one-year extension may be exercised at the sole discretion of the City and with the approval of the Board of Contract and Supply.

Place of Performance

All services, delivery, travel, and other required support shall be conducted in Providence and other locations designated by the Department point of contact. Meetings between the Vendor and City personnel shall be held at the City of Providence, Rhode Island, unless otherwise specified.

Vendor Conduct

The Vendor's employees shall comply with all City regulations, policies, and procedures. The Vendor shall ensure that their employees always present professional work attire. The authorized contracting body of the City may, at their sole discretion, direct the Vendor to remove any Vendor employee from City facilities for



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

misconduct or safety reasons. Such rule does not relieve the Vendor of their responsibility to provide sufficient and timely service. The City will provide the Vendor with immediate written notice for the removal of the employee. Vendors must be knowledgeable of the conflict of interest law found on the State of Rhode Island General Laws [§ 36-14-6](#) and the City's Home Rule Charter [Section 1206](#). Vendors may be required to take a Conflict-of-Interest exam.

Vendor Personnel

The Vendor shall clearly state the name of the proposed project manager. All proposed staff must demonstrate the ability to carry out the specified requirements.

Confidentiality

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the City. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or resulting from the performance of this scope of work. All documents, photocopies, computer data, and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the City upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the City or as otherwise agreed by City and the Vendor). The Vendor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the City. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the City. Requests to make such disclosures should be addressed in writing to the Vendor's point of contact.

Deliverables

Vendor shall provide for all day-to-day supervision, inspection, and monitoring of all work performed to ensure compliance with the contract requirements. The contractor is responsible for remedying all defects and or omissions to the supplies or services provided to ensure that said deliverables meet the requirements as detailed in the contract specifications.



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

PRICING

By signing this Price Form, the Proposer certifies the following bulleted statements and offers to supply and deliver materials and services specified below in full accordance with the Contract Documents supplied by the City.

- Submit the Pricing Form in a separate envelope to the Department of Purchasing, Providence City Hall, 25 Dorrance St, Suite 408, Providence, RI, 02903 no later than 01/29/2024 **by 2:15 PM EDT**
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.

Please provide pricing for the following and include any additional fees not listed:

3/15/2024 – 3/16/2025 Total Fixed Fee	
Summary of Total Fixed Fee	Price Proposal Format and Breakdown
Total fixed fee:	Submit a total price, broken down by deliverable, estimated quantities/phases/milestones, etc. Note that payments will be made by deliverable, i.e. upon satisfactory completion and submission of deliverables to the City. Breakdown of total fixed fee shall identify and include: <ul style="list-style-type: none"> • Unit prices for each phase or milestone. • Breakdown of fees. • Hourly fee schedule (see below) for key personnel, listed by title and/or role, e.g. Principal, Project Manager, Associate, Subconsultant, and any other parties staffing the project.
3/15/2024 – 3/16/2025 Hourly Fee Schedule (may attach rate schedule if applicable)	
Principal / Project Manager	\$
Associate	\$
Other titles and roles	\$
Name of Company/Individual	
Address, City, State, Zip:	
Tel #	Email:
Signature of Authorized Individual	
Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your price proposal package. Failure to do so may subject the proposer to disqualification. ACKNOWLEDGEMENT OF ADDENDA: Addendum #1 #2 #3 #4 #5 #6 #7 #8 #9 #10	



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

TECHNICAL PROPOSAL'S CHECKLIST

Submit your technical proposal to the Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence, RI 02903, no later than 1/29/2024 by 2:15 PM EDT

Please ensure all documents listed on this checklist are included with your technical proposal. Failure to do so may subject the proposer to disqualification.

- _____ Cover Letter
- _____ Acknowledgement of Addenda (if applicable and non-price related)
- _____ Technical Proposal and Methodology (pages 14-22 for guidance)
- _____ Quality Requirements (pages 22-23)
- _____ Bidder's Blank Form (page 7)
- _____ Certification of Bidder (page 8)
- _____ Certificate Regarding Public Records (page 9)
- _____ Affidavit of City Vendor (pages 10-11)
- _____ MWBE Forms (pages 12-13)



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

Key dates related to this project and timeline can be found in the table below:

ACTION	TENTATIVE TIMELINE
RFP Open	January 29, 2024
Final Day for Questions	January 12, 2024 by 3:00pm
Addendums Posted	January 15, 2024
Submission Deadline	January 29, 2024
Finalist Selections	February 19, 2024
Contract Negotiation Begins	February 26, 2024
Submission of Project Outline	March 15, 2024
Completion of Phase One	TBD
Submission of Monthly Check-Ins	TBD
Completion and Submission of Disparity Study	No later than: December 2024

Compliance

American Rescue Plan Act (ARPA) Compliance

Compliance with ARPA eligibility is directly based upon Providence Census Tracts that fall within ARPA defined, Qualified Census Tracts (QCTs) that are areas where 50% or more of the households have incomes below 60% of the area median income, or where the poverty rate is 25% or higher. In the City of Providence, QCT designation includes Upper & Lower South Providence, Washington Park, Elmwood, West End, Olneyville, Silver Lake, Wanskuck, Fox Point, and Mt Hope. Some census tract demographics spill into adjacent neighborhoods and overlapping zip codes. QCT's are areas where 50% or more of the households have incomes below 60% of the area median income, or where the poverty rate is 25% or higher.

Many of the Providence urban neighborhoods and residents who reside in said neighborhoods clearly fit within ARPA rules and regulations* for investment including:

- However, as the Delta variant spread, the intensified health risks and renewed disruptions slowed growth, demonstrating the continued risks from the virus. By fall 2021, the economy had exceeded its pre-



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

pandemic size and unemployment had fallen below 5 percent, but despite this progress, too many Americans remain unemployed, out of the labor force, or unable to pay their bills, with this pain particularly acute among lower-income Americans and communities of color.

- The interim final rule also permitted recipients to presume that certain services provided in Qualified Census Tracts (QCTs), to individuals living in QCTs, or by Tribal governments are responsive to disproportionate impacts of the pandemic. In addition to the populations presumed to be impacted or disproportionately impacted, under the interim final rule, recipients could identify other impacted households or classes, as described above, as well as other populations, households, or geographic areas that are disproportionately impacted by the pandemic.
- The interim final rule also recognized that pre-existing health, economic, and social disparities contributed to disproportionate pandemic impacts in certain communities and allowed for a broader list of enumerated eligible uses to respond to the pandemic in disproportionately impacted communities. Under the interim final rule, recipients were allowed to presume that families residing in QCTs or receiving services provided by Tribal governments were disproportionately impacted by the pandemic.

* DEPARTMENT OF THE TREASURY [31 CFR Part 35 RIN 1505-AC77] Coronavirus State and Local Fiscal Recovery Funds

ARPA Requirements Addendum

Federal and State Contract and Purchasing Requirements

The following terms and conditions apply to all contractors, vendors, or subrecipients of the City of Providence and all subrecipients of subrecipients of the City of Providence and all contractors or vendors hired by the subrecipient, according to the City's Award Terms and Conditions; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. Equal Opportunity.

Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. Minority and Women Business Enterprises (if applicable to this Contract)

The contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:



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

- a) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, Native American, or Alaskan Natives. Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

3. Suspension and Debarment. (Applies to all purchases.)

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the City of PROVIDENCE. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)



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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

5. Access to Records. (Applies to all purchases.)

- A. The Contractor agrees to provide the City of PROVIDENCE, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.
- B. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- C. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. Rights to Inventions Made Under a Contract or Agreement.

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

7. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions



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

which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- C. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of PROVIDENCE
- D. and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- E. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

- 1. Procure or obtain;
 - 2. Extend or renew a contract to procure or obtain; or
 - 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).



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

- II. Telecommunications or video surveillance services provided by such entities or using such equipment.
- III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - I. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - II. Meeting contract performance requirements; or
 - III. At a reasonable price.
- B. Information about this requirement, along with the list of EPA - designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Publications.



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

14. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

15. Iran Divestment Act.

Pursuant to the North Carolina General Assembly (S.L. 2015-118; SB455), The Iran Divestment Act is to implement the authority granted to states by federal law to impose state-level sanctions against companies that engage in certain investment activities in the energy sector of Iran.

Additional Federal Regulations Applicable to ARPA (is hereby incorporated by reference):

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.



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

6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to ARPA awards include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), 4 which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.



**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.