



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

# REQUEST FOR PROPOSALS

**Item Description: DRUG AND ALCOHOL TESTING PROGRAM - ONE YEAR CONTRACT WITH TWO ONE-YEAR OPTIONS FOR RENEWAL**

**Procurement/MinuteTraq #: 45089**

**Date to be opened: 6/3/2024**

**Issuing Department: Human Resources**

## **QUESTIONS**

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
  - Email: [purchasing@providenceri.gov](mailto:purchasing@providenceri.gov)
    - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - Email: [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov)
    - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
  - Name: Jonathan Bastien
  - Title: Manager of Risk and Workers’ Compensation
  - Email Address: [jbastien@providenceri.gov](mailto:jbastien@providenceri.gov)

## **Pre-bid Conference**

There will be a Non-Mandatory Pre-Bid Conference

Date: 5/17/2024 Time: [Click or tap here to enter text.](#)

Select one option:  In-Person,  Remote (link/phone): [Join the Meeting Here](#). Meeting ID: 242 483 491 161

Passcode: 9d7MjE OR Dial in by phone +1 929-352-1550 Phone conference ID: 392 298 586#

**Deadline for questions submissions: 5/24/2024 by 2:00 PM (EST)**



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**INSTRUCTIONS FOR SUBMISSION**

**Meeting Date: 6/3/2024**

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

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

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

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

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

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



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

- Form 1: Bidder's Blank as the cover page/ 1<sup>st</sup> page (*see page 6 of this document*)
- Form 2: Certification of Bidder as 2<sup>nd</sup> page (*see page 7 of this document*)
- Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 11-12) 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 the required signatures will be considered incomplete.**

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

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

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



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

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



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**SOLICITATION 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 **the ninety (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.



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**FORM 1: Bidders Blank**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Title



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

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

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

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

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

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

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

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



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**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 a solicitation, 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 solicitation have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

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

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

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

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





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**FORM 4: Affidavit of City Vendor**

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

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

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

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

Position in the “Business” \_\_\_\_\_

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

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

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

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

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

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

a. Members of the Providence City Council?  Yes  No

• If Yes, please complete the following:

Recipient(s) of the Contribution:	Contribution Date(s):	Contribution Amount(s) - \$ :

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

• If Yes, please complete the following:

Recipient(s) of the Contribution:	Contribution Date(s):	Contribution Amount(s) - \$ :



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c. The Mayor of Providence?  Yes  No

• If Yes, please complete the following:

Recipient(s) of the Contribution:	Contribution Date(s):	Contribution Amount(s) - \$ :

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

• If Yes, please complete the following:

Recipient(s) of the Contribution:	Contribution Date(s):	Contribution Amount(s) - \$ :

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

\_\_\_\_\_  
Position



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**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 <a href="#">here</a>. Please visit, the <a href="#">City's MBE/WBE page</a> for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> <li><b>Nonprofit organizations are not required to complete the rest of this form.</b></li> <li><b>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</b></li> </ul>					
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.					
<b>Prime Contractor/Vendor Signature</b>				<b>Title</b>	<b>Date</b>
<b>Subcontractor/Supplier Signature</b>				<b>Title</b>	<b>Date</b>

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



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**MBE/WBE Waiver Request Form**

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

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov), for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed, City Department Directors should not recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.**

Prime Bidder: \_\_\_\_\_ Contact Email and Phone \_\_\_\_\_

Company Name, Address: \_\_\_\_\_ Trade \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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



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**FOR CONSTRUCTION PROJECTS**

**APPRENTICE REQUIREMENTS (Construction Projects Valued at \$100,000 or More).**

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances Chapter 21 Art. II [Section 21-28.1](#) c(1) and (2) related to utilizing apprentices in the contract. This ordinance outlines requirements for utilizing not less than 15% of total hours worked by apprentices. The City may lower this percentage only if it determines in writing that compliance is not feasible or that it would be unduly cost prohibitive to the project. The attention of prospective bidders is also called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to apprenticeship requirements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed and agreed upon for the execution of the contract.

**“FIRST SOURCE” REQUIREMENTS.**

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances [Chapter 21 Art. III 1/2 First Source Agreements](#) Sec. 21-91 through 21-96. This ordinance outlines requirements for hiring Providence residents to work on this project. The City may waive this requirement only upon a determination in writing that qualified residents of Providence are not available for the project, pursuant to Sec. 21-94(e). The attention of prospective bidders is called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to the First Source Agreements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed, and agreed upon for the execution of the contract.



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## **SPECIFICATIONS**

### **Overview**

The City of Providence seeks a vendor able to provide alcohol and substance abuse testing services for Commercial Driver's License (CDL) holders among City staff and prospective employees.

Please note: This Drug and Alcohol Testing Program is being administered pursuant to stringent drug testing requirements of the Omnibus Transportation Employee Testing Act of 1991, Federal Highway Administration (FHWA) 49 CFR Part 40, drug and alcohol testing rules published February 15, 1994. There are minimum service requirements which are specified in this RFP.

### **Scope of Work & Projected Use**

The consultant will provide comprehensive services for a Drug & Alcohol Testing Program, including but not limited to:

- Consultation on drug and alcohol testing procedures and requirements
- Collection of drug and alcohol screen samples for the City of Providence employees with a CDL in a safety-sensitive position
- Medical Review Services for drug screens
- Supervisor drug and alcohol testing training
- Online tracking and record keeping
- Other directly related services upon request by the City of Providence including policy development.

Additionally, the consultant shall provide all labor and materials necessary to complete the required services, including all supplies, training materials, and incidentals.

Drug and alcohol testing shall be performed in compliance with FHWA regulations in accordance with the terms, conditions, and specifications defined herein, during the term of the Agreement. The service provider or consultant shall comply with all applicable medical standards, federal, state, and local government safety codes, laws and regulations, relating to drug and alcohol testing.

The following functions are covered under federal regulations and shall be performed and/or provided by the consultant as appropriate.

- Alcohol Testing
- Controlled Substance Testing
- Pre-Employment Testing
- Random Selection Testing
- Return to Work Testing
- Follow-Up Testing
- Post-Accident Testing
- Reasonable Suspicion Testing
- Collection Site Management
- Laboratory Specimen Analysis
- MRO Verification
- Substance Abuse Professional (SAP) services as required
- Supervisor Training
- Educational/Training Materials for Supervisors and for Drivers



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- Electronic Data Management and Reporting, including Transfer of Current Electronic Records
- Compliance with Regulations regarding Transmittal and Retention of Records
- Legally Defensible Records Management

The drug and alcohol testing program shall include, but not be limited to the following tests and procedures for the categories listed below (which are covered under 49 CFR Part 40). Approximately 180 employees will be subject to drug testing each year. The breakdown is as follows per year:

- Random Drug Testing - approximately 125 tests
- Pre-employment Testing - approximately 25-40 tests
- Reasonable Suspicion Testing - approximately 2 tests
- Post-accident Testing - approximately 10 tests
- Return to Duty Testing - approximately 15 tests
- Follow-up Testing - approximately 40 tests
- Alcohol Tests - approximately 30 tests

**Technical Specifications**

Initial tests: The initial tests shall be conducted following the Guidelines under DOT 49 CFR part 40 and the following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these drugs or classes of drugs.

Initial test analyte	Initial test cutoff <sup>1</sup>
Marijuana metabolites (THCA) <sup>2</sup>	50 ng/mL <sup>3</sup>
Cocaine metabolite (Benzoylecgonine)	150 ng/mL <sup>3</sup>
Codeine/ Morphine	2000 ng/mL
Hydrocodone/ Hydromorphone	300 ng/mL
Oxycodone/ Oxymorphone	100 ng/mL
6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL
Amphetamine/ Methamphetamine	500 ng/mL
MDMA <sup>4</sup> /MDA <sup>5</sup>	500 ng/mL

Confirmation tests: All specimens identified as positive on the initial test shall be confirmed following the Guidelines under DOT 49 CFR part 40 at the cutoff levels listed in this paragraph for each drug. All confirmations shall be by quantitative analysis.

Initial test analyte	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites (THCA) <sup>2</sup>	THCA	15 ng/mL.
Cocaine metabolite (Benzoylecgonine)	Benzoylecgonine	100 ng/mL.
Codeine/ Morphine	Codeine Morphine	2000 ng/mL. 2000 ng/mL.
Hydrocodone/ Hydromorphone	Hydrocodone Hydromorphone	100 ng/mL. 100 ng/mL.
Oxycodone/ Oxymorphone	Oxycodone Oxymorphone	100 ng/mL. 100 ng/mL.



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6-Acetylmorphine	6-Acetylmorphine	10 ng/mL.
Phencyclidine	Phencyclidine	25 ng/mL.
Amphetamine/ Methamphetamine	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA <sup>4</sup> /MDA <sup>5</sup>	MDMA MDA	250 ng/mL. 250 ng/mL.

- In all of the above categories of testing, the laboratory must supply an impeccable chain of custody to be maintained through all stages of the drug testing process so that the integrity of the evidence will be preserved.
- Individual pre-packaging of specimen bottles, tamper evident tape, and tamper evidence bags shall be provided to ensure legally defensible records of specimen transfer from initial collection to arrival at the laboratory. The laboratory must follow the Department of Transportation Guidelines for drug testing and the Department of Health and Human Services standards.
- The awarded bidder must provide and utilize FDA approved split sample collection kit and all medical supplies associated with the collection of blood and urine specimens, including, but not limited to urine collection kit and blood vials, butterfly blood collection kit and DOT chain of custody forms.
- The awarded bidder must provide a courier as appropriate to pick up all specimens at the designated medical clinic or other collection locations on a daily basis. The consultant shall provide a courier service that has been trained on DOT drug testing collecting procedures. Courier service shall be provided at consultant's expense if the consultant chooses to utilize this type of service

**Random Drug/Alcohol Screens**

Federal law requires that random drug screens be conducted for at least 50% of employees with a CDL on an annual basis and random alcohol screens be conducted for at least 10% of the employees with a CDL on an annual basis. The City of Providence employs approximately 180 employees with a CDL.

The successful bidder must provide documentation as to its method of selection of drivers for random testing for both drug and alcohol as described in FMCSA Section 382.305 parts (i), (j), (k) (n) and (o).

**Specimen Collection**

The consultant shall provide a network of fixed collection sites for collecting urine specimens and testing for alcohol, which ensure confidentiality. Fixed collection sites should be located within 10 miles of Providence city limits.

Collection and testing sites must be acceptable to the City of Providence and be mutually agreed upon before the collection site can become a permanent location for the agreement period.

Collection facilities must:

- Provide scheduled service Monday through Friday (five (5) days per week)
- Be open for a minimum of eight (8) consecutive hours per day
- Maintain hours between 7:00 a.m. and 5:00 p.m.
- Be able to accommodate second and third-shift drug and alcohol testing.





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The successful bidder must also provide 24-hour specimen collection for post-accident and reasonable suspicion testing or an alternative plan for off hours or when the collection facility is not open. They must also supply an emergency telephone number for each collection facility to provide specimen collection services after regular office hours. Both the office hours and telephone numbers for each collection site will be included on the collection site listing submitted with the proposal.

### **Contract Term**

The contract will be for a one (1) year period from its effective date of signature(s). The resulting contract will have two options for the City to extend the term for one (1) additional year each time, by amendment and by mutual consent of the parties. All rates are expected to be fixed for the duration of the contract including the option years.

Collection site personnel must be trained in compliance with 49 CFR Part 40 and shall be regularly engaged in the business of providing the required controlled substances and alcohol testing. The facilities engaged in the testing must have a temperature-controlled environment and provide an adequate waiting room for employees. The employees must not be required to wait more than fifteen (15) minutes from check-in for the scheduled test to begin. Post-accident tests must begin within fifteen (15) minutes of the employee's arrival at the collection site. The Consultant must also provide adequate free parking near the facility.

The successful bidder must provide overnight transportation for all specimens to the appropriate testing laboratory via a certified courier. The successful bidder's proposal must specify how overnight transportation of specimens will be forwarded to the testing laboratories; including the transportation of specimens if an alternative plan for off hours or when the collection facility is not open is part of the proposal.

The successful bidder must submit blind performance test specimens to the laboratory in accordance with Federal regulations and must specify the method of compliance with the blind specimen requirements of the program.

Collection sites for alcohol testing must have trained Breath Alcohol Technicians (BAT) meeting FHWA regulations. Evidential breath testing (EBT) devices must conform to the Model Specifications for Evidential Breath Testing Devices as listed in the Conforming Products List (CPL) published by the National Highway Safety Administration and test procedures must conform to FHWA regulations. The Consultant must specify the procedures to be utilized for alcohol testing. Such procedures are required to conform to federal requirements. The successful bidder must also provide details of the qualifications of its Breath Alcohol Technicians (BAT).

### **Laboratory Services**

Federal law requires that collected drug screen specimens be submitted to a NLCP - certified laboratory for testing. The laboratory utilized by the successful bidder must be currently certified by the US Department of Health and Human Services (HHS). The date of certification and proof of certification must be submitted. Information relating to any certification suspensions of the laboratory must also be submitted.

The laboratory must:

- Conduct testing and storage of specimens (primary and split specimens) according to FHWA regulations.
- Have equipment in place that meets FHWA regulations.
- Maintain pertinent records for the appropriate period of time to comply with FHWA regulations, and shall supply such records to the City of Providence upon written request.
- Utilize detection limits that comply with FHWA regulations.
- Provide quantification of positive, results if requested.



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- Must report negative results and initial positive results for controlled substances and/or alcohol tests to a Medical Review Officer within 24 hours of laboratory analysis; confirmation test results must be reported to the Medical Review Officer within 48 hours.
- Forward all reports of results and monthly summaries to the Medical Review Officer and the City of Providence according to FHWA regulations.
- Have a quality control program in accordance with FHWA regulations, and submit a description of that quality control program.
- Have a record-keeping system the laboratory will utilize, including fail-safe backup procedures to prevent loss of documentation due to any circumstances. (This system must be outlined and explained in the bid submission.)

Bids must include an outline of locations, days of operation during the week, and hours of operation for qualified laboratories per the requirements outlined above.

**Medical Review Officer(s) (MRO) Services**

The successful bidder must provide, as part of their services, a Certified Medical Review Officer (MRO) practicing within the State of Rhode Island. The MRO must:

- Be a licensed physician with knowledge of substance abuse disorders and has appropriate medical training necessary to interpret and evaluate controlled substances test results.
- Be certified by one or more of the three recognized MRO authorities - the American Association of Medical Review Officers, The American Society of Addiction Medicine, or the American College of Occupational and Environmental Medicine.
- Provide test results to the City of Providence Drug and Alcohol Program Point of Contact and Human Resource Generalist immediately upon confirmation.

Bidders must provide the location and hours of operation as well as regular and emergency telephone numbers for the MRO(s).

**Substance Abuse Professional (SAP) Counseling and Treatment Programs**

On an as-requested basis, the successful bidder must provide a substance abuse professional who:

- Will interview positively tested employees
- Coordinate evaluations
- Review employee assessments
- Write and submit return-to-work agreements for the City of Providence.
- Will provide assistance, if needed, in resolving problems associated with alcohol misuse and controlled substance use.
- Determines if the employee has properly followed the rehabilitation program prescribed. (This will be determined in part with a schedule of unannounced alcohol and controlled substance testing determined by the SAP.)

SAP's are required to be licensed physicians (Medical Doctors or Doctors of Osteopathy), a licensed or certified psychologist, social workers, employee assistance professionals, or addiction counselors (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

SAP's cannot refer an employee to their private practice or to a person or organization from which the SAP receives remuneration or in which the SAP has a financial interest.



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### **Alcohol Testing Requirements**

The successful bidder must provide alcohol testing in accordance with 49 CFR Part 40 Subpart J-N. The successful bidder must provide all necessary equipment, personnel, and materials for breath testing at the locations where testing is to be conducted.

Ten percent (10%) of the employees selected for random drug tests shall also be subject to an alcohol test in addition to being tested for drugs. Occasionally a blood alcohol test may be required as defined in the regulations. It is estimated that approximately 45 breath tests for alcohol will be given per year.

The consultant's proposal should also contain a plan for performing Reasonable Suspicion and Post Accident alcohol testing for City employees, at multiple locations, within two hours of an accident or request for testing.

### **Confidentiality**

The laboratory must maintain strict confidentiality of all test results in accordance with 49 CFR Part 382, Subpart D of the FHWA regulations. This confidentiality shall be maintained at all times and demonstrated through:

- The storage of all specimens verified for the presence of drugs in a secure locked freezer for one (1) year, or as required by law. Evidence shall be stored in the original specimen container in which it arrived in order to guard against claims of improperly conducted testing.
- The storage of test results and chain of custody documents for five years or as required by law, in a secure area, complying with legal requirements.
- The use of couriers that are trained in the chain of custody sequence and in the proper specimen receipt procedures.
- Reports on test results submitted to the CITY OF PROVIDENCE Program Administrator or designee via confidential mail, secure email, confidential Fax, or verbal communication on a secure non-taped telephone line, or other means, as appropriate, within 48 hours after testing.

Any specimen that has a chain of custody problems should only be tested with prior approval from the designated City of Providence Agreement administrator/manager.

The successful bidder must ensure that all drug/alcohol tests have a maximum 48-hour turn-around time for test results. Timetables for other laboratory test results will be determined by the program administrator for the City of Providence. Confidential couriers to expedite the delivery of test results must be used, if necessary.

### **Chain of Custody**

All bidders must describe in detail the chain to be maintained through all stages of the drug testing process from initial specimen collection to the reporting of final test results to the City of Providence.

### **Consultation/Training Services**

The successful bidder will be required to provide training and consultation services on an as-needed basis to City of Providence in the following ways:

- By providing access to a corporate account manager (or designee) who must be available to the City of Providence on a daily basis to answer questions and resolve problems.
- By providing updated regulatory information/requirements related to the Department of Transportation's (DOT) 49 CFR parts 40 and part 382.



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- By assisting with training requirements, including but not limited to educational materials for drivers and supervisors and on-site training for supervisory personnel.
- By providing expert testimony on all laboratory testing procedures in cases of litigation or arbitration on an as-needed basis.
- By preparing litigation packages upon request to include all chain of custody documents, batch specimen review sheets, GC/MS data review files (graphic charts), resumes, and credentials of all technicians involved in testing of specimens. Laboratory testing reports will need to include the initial screening results and the confirmation test.

### **Record Retention**

The successful bidder must maintain records, documents, and other files directly related to the performance of work under this agreement in accordance with FHWA 49 CFR Part 382.401 - Retention of Records, and must abide by appropriate accounting procedures which would include but would not be limited to the following:

- The following records must be maintained for one (1) year:
  - Records of test results of less than 0.02 for alcohol.
  - Records of verified negative drug test results.
- The following records must be maintained for two(2) years:
  - Records related to the collection process (except calibration of evidentiary breath testing devices).
  - Documents relating to the random selection process.
- The following records must be maintained for five (5) years:
  - Alcohol test results greater than .02
  - Verified positive results.
  - Refusals to submit to alcohol and controlled substance tests.
  - Calibration Data on Evidential Breath Testing Devices (EBT).
  - Substance Abuse Professional's evaluations and referrals.
  - Annual Summaries.

### **Program Administration**

Requests for services shall be made only by the program administrator(s) or designee(s), orally or in writing.

### **Pricing**

Bidders must provide price(s) for all requirements set forth in this RFP.

Services shall be provided by the successful bidder only on a pre-approved basis at the request of an authorized representative from the City of Providence when accompanied by a Purchase Order (PO). Quoted prices must be inclusive of all travel and miscellaneous expenses.

All prices must remain firm for the duration of the contract.

### **Additional Services**

If the City of Providence requires additional services, those must be approved via the City's Purchasing Department. Work can only proceed when a PO has been received. Work completed without the prior express written consent of the City via PO shall be at the successful bidder's expense.



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## **Overall Requirements**

Quoted Rates: This contract will be effective from its effective date of signature. All prices quoted must remain firm for this period.

Licenses: The successful bidder and anyone performing any services on the contract awarded pursuant to this solicitation must possess all of the licenses required by federal, state, and local law to perform such work. (Do not provide this in your initial bid. The issuing department will seek this information directly after bids are collected and reviewed.)

Please note: The award of this contract in no way obliges the City to spend the corresponding estimated dollars. The City reserves the right to cancel this contract at any time with 30-day written notice. The City also reserves the right to award more than one bidder if it is deemed to be in our best interest.

Bidder shall be insured, and a certificate of insurance must be provided to the city – listing the “City of Providence as additionally insured. (Do not provide this in your initial bid. The issuing department will seek this information directly after bids are collected and reviewed.) Insurance must also address libel, contractual liability, errors, as well as omissions and claims involving drug and alcohol testing.

## **Consultant’s Experience and Reliability**

The experience and reliability of the consultant’s organization will be considered in the evaluation process. Therefore, bidders are advised to submit any information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this proposal.

Bidders must provide the following information as it relates to references. (References cannot include contracts with the City of Providence.)

- Name, address, and telephone number of three (3) persons within the entity who may be contacted for verification of all data submitted.
- Dates of the contract and the contract dollar value.
- A brief, written description of the specific prior services performed and requirements thereof.

## **Expertise of the Consultant’s Personnel**

The qualifications of the personnel proposed by bidders to perform the requirements of this proposal will be considered in the evaluation. Therefore, bidders must submit detailed information related to the experience, qualifications, and capabilities of the staff proposed to perform drug and alcohol testing and other related professional services.

The bidder must provide resumes detailing education, qualifications, previous work assignments, and experience as it relates to this RFP for key personnel who will be assigned to provide the required services. **(Please ensure that any resumes enclosed in your bid are absent of personal contact information as the bid submitted to the City Clerk’s office becomes public record.)**

## **Bidder’s Facilities and Contact Person(s)**

The bidder must provide a list of facility locations, the location hours, the names, titles, and telephone numbers of contact people at each facility, and the time of day they can be reached. Please also include this information for emergency contacts and after-hours services. Please additionally outline this information for who will act as the City’s primary contact overall.



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The City reserves the right to evaluate the consultant's facilities to determine capabilities to meet the requirements of this RFP. Bidders must have the bandwidth to accommodate at least twenty (20) people for testing at short notice on the same day at each or any of the bidder's facilities. **Vendor will be required to disclose their service response times for any inquiries, complaints, or requests from the City's Department of Human Resources.**

### **Proposed Method of Performance**

Proposals will be evaluated based on the consultant's distinctive plan for meeting the requirements of this proposal in compliance with DOT Requirements.

Bidders must describe in detail their proposed plan for meeting all the requirements of the scope of service for performing the Laboratory Testing service which shall include, but not be limited to:

- Alcohol and Drug testing
- Alternate facilities for off-hours testing.
- Confidentiality
- Reporting requirements, including the ability for electronic reporting
- Consultation services
- Records retention
- Specimen storage
- Chain of custody
- Training/Training materials
- Customer Service

### **Additional Requirements for Submission/Contracting**

In addition to the points outlined above, the submitted plan must explain/include:

- How samples will be transported
- Your ability to conduct on-site collection and EBT testing
- How long your organization has been an NLCP-certified lab
- Descriptions of the specific type of DOT-approved BAT equipment you have or use in your business
- How long have you been using this equipment
- What % and number of invalid tests have you performed in the past two (2) years and the reason(s) why these tests were found to be invalid
- The turn-around time the City can expect on tests
- The time it takes an MRO to issue a ruling regarding a positive tests
- An organizational chart showing the staffing and lines of authority for key personnel within their organization





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- Proof of five (5) years' experience providing laboratory testing services to the transportation industry or other closely related industries
- Samples of all forms which will be used in the performance of this contract, including chain of custody documents, specimen bottle labeling, tamper proof evidence bags, litigation packages, and FDA approved split sample urine collection kit.
- Samples of training/educational material that will be available for drivers and supervisory personnel

All bidders must also be in compliance with all OSHA, DEC and EPA/DEM laws and regulations. We also require that the selected vendor have an OSHA 10 Card. **(Do not provide this in your initial bid. The issuing department will seek this information directly after bids are collected and reviewed.)**

**Evaluation**

Vendors will be deemed to have met qualified status if they secure at least 85 out of 100 points. The rubric below outlines the allocation of points by category and provides a brief explanation of the four categories to be scored by the City of Providence.

<b>Category</b>	<b>Possible Points</b>
Completeness of Proposal	20 points
Quality of Proposal (based on responsiveness to City needs)	40 points
Qualifications and Experience of Bidder	20 points
Quality of Commitment to Responsiveness	20 points

The City of Providence's review committee will consist of the following individuals:

- Chief Human Resources Officer
- Deputy Director of Human Resources
- Manager of Risk and Workers' Compensation
- Manager of Personnel



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## **SUPPLEMENTAL INFORMATION**

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

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

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

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

**You must be able to provide:**

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





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**CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS**

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



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

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