



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

REQUEST FOR PROPOSALS

Item Description: STREET SWEEPING SERVICES ONE YEAR CONTRACT WITH ONE-ONE YEAR OPTION FOR RENEWAL

Procurement/MinuteTraq #: 49082

Date to be opened: 5/19/2025

Issuing Department: Public Works

QUESTIONS

- Please direct questions related to the solicitation process, how to fill out forms, and how to submit your application (Pages 1-8) to the Purchasing Department.
 - Email: purchasing@providenceri.gov
 - Please use the subject line **“Solicitation Question”**
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
 - Name: Valorie Capilli
 - Title: Administrative Assistant to the Director
 - Email Address: vcapilli@providenceri.gov

Pre-submission Conference

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

Deadline for questions submissions:

Deadline for questions is May 8, 2025



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

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 5/19/2025

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

- Responders must submit **2 copies** of their submission in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the solicitation is related and must include the company name and address on the envelope as well.** (On page 1).
- Only use form versions and templates included in this solicitation.
- The submission envelope and information relative to the solicitation 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 solicitation 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 solicitation by design.*

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



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

- Form 1: Responder's Blank as the cover page/ 1st page (*see page 5 of this document*)
- Form 2: Certification of Responder as 2nd page (*see page 6 of this document*)
- Form 3: Certificate Regarding Public Records (*see page 7 of this document*)
- Form 4: Affidavit of City Vendor (*see pages 8 and 9 of this document*)
- Form from the Minority and Women Business Enterprise Program

All of the above listed documents are REQUIRED.

******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 qualified and responsible applicants.
2. In determining the responsible applicants, cash discounts based on preferable payment terms will not be considered.
3. Where applicants are equally qualified, the Board of Contract and Supply reserves the right to award to one applicant, or to split the award.
4. No submission will be accepted if the response is made in collusion with any other bidder.
5. Responses may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Applicants must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. An applicant 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 responses.
8. Applications may also be accessed electronically on the internet via the City's [Open Meetings Portal](#).
9. Delivery dates must be shown in the application). If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made (if applicable).
10. A certificate of insurance will normally be required of a successful vendor.
11. 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.](#))
12. No goods should be delivered, or work started without a Purchase Order.
13. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
14. Applicant 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 Form 2.)



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FORM 1: Responder's Blank

1. Submissions must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Responder's submissions must be in ink or typewritten, and all blanks on the form should be completed.
3. All responses **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*: _____ Not applicable. This is a Request for Qualifications

Total Amount in Figures*: _____ Not applicable. This is a Request for Qualifications

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

Upon behalf of _____ (Firm or Individual Responding),

I, _____ (Name of Person Making Certification),

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

1. Responder 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 Responder'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 Responder, on

this _____ day of _____ 20_____.

Signature of Representation

Printed Name



**BOARD OF CONTRACT AND SUPPLY
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FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Responding),

I, _____ (Name of Person Making Certification),

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

understanding that:

1. All submissions for this Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public records 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 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 submission.
3. The requested supplemental information may be crucial to evaluating applications. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate applications.
4. If sensitive information that has not been requested is enclosed or if a Responder opts to enclose the defined supplemental information prior to the issuing department's request in the responding 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 solicitation process. Information required in the application packet may not be submitted directly to the issuing department at the discretion of the Responder in order to protect other information, from becoming public. Responders who make such an attempt will be disqualified.

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

this _____ day of _____ 20_____.

Signature of Representation

Printed Name



**BOARD OF CONTRACT AND SUPPLY
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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 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 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.**



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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, or Nonprofit Organizations 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 Name (as seen on RFP): _____

Bid Opening Date: _____

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. The MBE/WBE directory can be found here: <https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office/minority-business-enterprise-mbe>

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

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. I certify under penalty of perjury that the forgoing statements are true and correct.

Signature of Prime Contractor /
or Duly Authorized Representative

Printed Name

Date Signed

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

Printed Name of City of Providence
MBE/WBE Outreach Director

Date Signed



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BID PACKAGE SPECIFICATIONS

Background Information

Scope of Work

STREET SWEEPING SERVICES NIGHTLY THROUGHOUT THE CITY.

Selection/Evaluation Criteria

Potential vendors must follow the specifications that are in the RFP

CITY OF PROVIDENCE DEPARTMENT OF PUBLIC WORKS

STREET SWEEPING SERVICES

SPECIFICATIONS

1.0 GENERAL INFORMATION:

- 1.1 The City of Providence is interested in receiving proposals and bids from qualified firms to provide street sweeping services for one (1) year, for the period beginning July 1, 2025, and expiring on June 30, 2026, plus one (1) extension option for the term beginning July 1 2026, and expiring June 30, 2027. The contract will be considered for extension only if in the opinion of the City, all work has been completed in a satisfactory manner. The City has approximately seven hundred sixty (760) curb miles.
- 1.2 Proposals shall be submitted in a sealed envelope clearly labeled to identify the Bidder and the Project. Bid documents are available at the Department of Purchasing, City of Providence, Rhode Island during regularly scheduled business hours.
- 1.3 The word "street" shall mean the paved area between the normal curb line of a roadway whether there exists an actual curb line or not.
- 1.4 The word "debris" shall mean all materials normally picked up by a sweeper, including sand, salt, glass, paper, cans, leaves and other litter. It does not include large items that would damage the equipment such as stones, wood, cables, etc.

2.0 SCOPE OF WORK:

- 2.1 The Contractor shall clean streets owned and maintained by the City including those city roads scheduled by the State of Rhode Island. The period of performance is ON-CALL as needed or required during the period of performance.
- 2.2 The sweeping frequency and requirements shall be as follows:
The City will provide a calendar that will provide dates and wards to be swept. This schedule will be followed as closely as possible, taking into account adverse weather and other factors that are beyond the control of the vendor and city.
- 2.3 Daily sweeping operations will be designated. Nighttime sweeping operations shall commence on normal nighttime hours starting at 10:30 P.M. and ending at 6:30 AM, without a paid lunch break, Sunday night through Thursday night as needed. Sweeping

Operations from July 1st to September 1st start at 10:30 PM and end at 6:00 am without a paid lunch break for summer hours. The contractor will be notified in advance of any other changes. Sweeping will take place (5) days a week during the months noted in the specifications. For the purpose of this Contract, Sunday-Thursday will be considered "weekdays".

To meet the conditions of the contract, the successful bidder may, with the express written agreement of the Director of Public Works, alter the hours of operations to meet special conditions encountered during sweeping operations (i.e. club closings, special events which would hinder sweeping.).

SWEEP ONLY- The Contractor shall provide a bid price to sweep debris only. Hauling and disposal of debris is to be provided by the City.

- 2.4 The Contractor shall provide all operators/drivers and necessary equipment to sweep said streets.

3.0 EQUIPMENT SPECIFICATIONS AND REQUIREMENTS

- 3.1 The Contractor may provide any type of street sweeping machines approved by the Director of Public Works as long as the machines pick up the diverse and seasonal debris including leaves found on Providence streets and as long as the street sweeping frequencies are met. 3-wheel sweepers are necessary for maneuvering around 90 degree turns and narrow streets.
- 3.2 Contract Equipment: two (2) mechanical sweepers are to be utilized in order to accomplish the sweeping work during the term of the contract.
- 3.3 Machines must be in excellent working order and be kept that way throughout the contract term; odometers shall be accurate and checked on a daily basis by City supervisors and recorded in a daily log.

All two (2) sweepers to be furnished by the Contractor shall be equipped with two (2) gutter brooms (one each side) dual steering, dual controls, minimum four (4) cubic yard dirt hopper and a single pick up broom (or sweeping head in the case of the contract equipment) with a minimum length of fifty-eight (58) inches. The sweeping path of each sweeper shall be a

minimum of 7.5 feet with one (1) gutter broom extended and 9 feet with two (2) gutter brooms extended.

- 3.4 Machines must be equipped with an efficient water spray system for dust control and with two-way radio furnished by the city or cell phone for efficient routing supervision.
- 3.5 Machines must be properly registered and insured in accordance with the requirements outlined below. The Contractor shall provide the City with copies of all vehicle identification registrations and all applicable certificates of insurance.
- 3.6 All sweepers shall conform to existing state law and must be equipped with all necessary warning lights; a combination of rotary lights and strobes with at least two (2) flashing red or amber lights mounted on the rear of each sweeper and a "slow-moving vehicle" sign mounted on the rear of each machine. All rotary warning lights or strobes shall be visible from both the front and rear of the sweeper machine.
- 3.7 All brooms shall be in the down position and fully operational at all times.
- 3.8 All support equipment must be performance-worthy by visual and operational inspection. The City shall have the option to perform a complete inspection of all equipment prior to the award of the bid and at any time during the term of the contract. Should any unit of equipment when inspected, in the opinion of the City, not meet standards which the City feels are necessary to complete the Contract or to operate safely such unit shall be replaced by an acceptable unit or be brought to standard before such unit is placed in service.
- 3.9 The contractor shall be responsible for cleaning up any fluids leaking on city streets from their equipment.

4.0 BASIS OF PAYMENT

- 4.1 Payment by the City for these contracted services is based on the hours worked. If a unit of equipment becomes disabled during the sweeping operations, the loss of productivity and associated costs are exclusively the Contractor's.

5.0 CITY OBLIGATIONS TO CONTRACTOR

- 5.1 Provide access to designated hydrants and water throughout the city for filling the water spray system.
- 5.2 The City shall provide a suitable parking area for Contractor's equipment.

6.0 CONTRACTOR OBLIGATIONS AND MINIMUM REQUIREMENTS

- 6.1 The Contractor shall provide with its bid written documentation of prior experience in providing municipal street sweeping services under contract. This documentation shall include the municipalities swept, dates of contract services, and number of sweepers provided.
- 6.2 The Contractor agrees to cooperate fully with the City's street sweeping Supervisor and other designated agents.
- 6.3 The Contractor agrees not to sublet or assign this contract in whole or in part without the approval and authorization of the Director of Public Works. However, nothing contained in this agreement shall create any contractual relationship between a subcontractor and the City.
- 6.4 The Contractor will be obligated to sign a statement holding the City harmless from all claims arising under this contract. The Contractor agrees to furnish the City, simultaneously with the signing of the contract, suitable evidence of the issuance of an Owner's Protective Policy with limits of \$1,000,000 for bodily injury to any one person; \$1,000,000 arising out of any one accident and \$1,000,000 for property damage arising out of the Contractor's work, including subcontractors, agents, and employees. Said policies shall include liability arising out of the use of motor vehicles. The Contractor shall also list the City of Providence, its agent, servants, officers and employees as an additional named insured. The Contractor further agrees to furnish the City suitable evidence that the employees of the Contractor are covered by worker's compensation insurance.

7.0 DISPUTE RESOLUTION

- 7.1 A process of resolving disputes between the City and the contractor will be established prior to the execution of any agreements.
- 7.2 The Contractor will receive copies of all inspection reports/forms submitted to the Director from the Supervisor overseeing sweeping operations.
- 7.3 Final determination of performance will be the responsibility of the Director of Public Works or his/her designee.
- 7.4 Should the Contractor dispute the supervisor's findings, direct appeal may be made to the Director of Public Works or his/her designee.

8.0 PAYMENT

8.1 Payments will be made on a monthly basis per verification of nightly inspection reports submitted by the City supervisor overseeing sweeping operations. The Contractor shall submit invoices and the City shall make payments within thirty (30) days of receiving said invoices.

9.0 CONTRACT TERMINATION

9.1 If at any time the Contractor refuses or neglects to sweep streets in accordance with the terms and conditions of this contract, the City will give the Contractor thirty (30) days' notice to correct said deficiencies. Failure by the Contractor to correct said deficiencies by the end of the thirty (30) day period may result in termination of the contract. Upon termination, the Contractor will forfeit the performance bond. Nothing herein shall be deemed to authorize the City to declare this contract terminated and said bond forfeited by reason of inability due solely to an Act of God.

10.0 METHOD OF AWARD/OUT OF STATE FIRM

10.1 The City reserves the right to reject any and/or all bids or to award the bid to the lowest qualified bidder. The award shall be based on evaluation of cost, schedule, experience, and street sweeping machines proposed for use.

Please respond to the following questions to be considered for an award:

Question	Yes	No
Are you able and willing to comply with the schedule provided on page 13 and 14 of this solicitation?		
<u>Are</u> able and willing to comply with the equipment required on pages 14 and 15 of this solicitation?		
<u>Do you have</u> at least five (5) years of experience working on similar projects with municipalities <u>similar to Providence, RI</u> ?		



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SUPPLEMENTAL INFORMATION

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

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

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

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

You must be able to provide:

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



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CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

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



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