



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

# **REQUEST FOR PROPOSALS**

**Item Description:** WRITTEN POLICE PROMOTIONAL EXAMINATION FOR THE RANK OF SERGEANT AND LIEUTENANT

**Procurement/MinuteTraq #:** 49491

**Date to be opened:** 6/16/2025

**Issuing Department:** Police Department

## **QUESTIONS**

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
  - Email: [purchasing@providenceri.gov](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: Julie Pryde
  - Title: Director, Human Resources Bureau
  - Email Address: [jpryde@providenceri.gov](mailto:jpryde@providenceri.gov)

## **Pre-bid Conference**

Choose an item.

## **Deadline for questions submissions:**

**QUESTIONS ARE DUE FRIDAY JUNE 6, 2025 BY 4PM**



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**INSTRUCTIONS FOR SUBMISSION**

**Meeting Date: 6/16/2025**

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





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**BID PACKAGE CHECKLIST**

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

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

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

- Bid Form 1: Bidder's Blank as the cover page/ 1<sup>st</sup> page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See *forms and instructions enclosed (pages 11-112) or on:*  
<https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>

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

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

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

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



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

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



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**BID TERMS**

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
  - a) ☐ A certified check for \$\_\_\_\_\_ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
  - b) ☐ A bid bond in the amount of \_\_\_\_\_ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
  - c) ☐ A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
  - d) ☒ No financial assurance is necessary for this item.
2. Awards will be made within **nighty (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

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

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

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

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





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**BID FORM 1: Bidders Blank**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Title



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

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

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

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

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

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

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

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



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

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

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

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

understanding that:

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

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

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

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

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





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

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

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

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

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

Position in the "Business" \_\_\_\_\_

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

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

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

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

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

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

a. Members of the Providence City Council? ☐ Yes ☐ No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

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

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



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c. The Mayor of Providence? ☐ Yes ☐ No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

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

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

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

\_\_\_\_\_  
Position



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**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.					
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 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.

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

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

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

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

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

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

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

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



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## **BID PACKAGE SPECIFICATIONS**

### **Overview**

### **Scope of Work**

Written Police Promotional Examination for the Rank of Sergeant and Lieutenant

### **Proposed Schedule**

6/16/2025

### **Evaluation Criteria**

**Proposals for  
WRITTEN POLICE PROMOTIONAL EXAMINATION FOR THE RANK OF  
SERGEANT**

**Bid Specifications**

SEALED PROPOSALS ARE HEREBY INVITED by the Board of Contract and Supply for furnishing and delivering to the City of Providence, Department of Public Safety, POLICE DEPARTMENT, the following:

Written police promotional examination for the ***Rank of Sergeant*** in accordance with the following specifications:

**A. General Information**

The Providence Police Department is administering a promotional process for the rank of Sergeant. The process involves a written examination and a rank assessment process (i.e. assessment center). The promotional process for the rank of Sergeant is governed by the collective bargaining agreement by and between the City of Providence and the Providence Lodge No. 3 Fraternal Order of Police. The mandates enumerated in the collective bargaining agreement are provided for informational purposes and guidance. **This bid is for the development of the written examination and the rank assessment process evaluation.**

**The entire promotional process for the rank of Sergeant, including the delivery and administration of the written examination and the promotional assessment center evaluation must be completed at a date and time to be determined by the City.**

1. Written promotional examination to be developed scored and defended on a rental basis for administration to no more than *two hundred (200)* Officers, who are seeking, on a competitive basis, promotion to a limited number of positions within the Providence Police Department. Said examination is to be specifically designed to address the needs of the Providence Police Department, taking cognizance of its commitment to community and problem-oriented policing concepts in the delivery of police services to a culturally diverse urban community.
2. A local college or university decided on by the City will be the test administrator for the examination and will administer the test on the date of the examination. The exam developer must have the capability to develop and administer the exam in a computerized format in lieu of, or in addition to, a paper examination, should the department so decide. At the conclusion of the written examination, the test administrator will attain a raw score for each candidate. Each candidate will be



made aware of their initial raw score by the test administrator immediately following the examination. In the case of a traditional (paper) examination, the answer sheets will be sent by the test administrator to the test developer at the conclusion of the examination. The test developer will be responsible for correcting and scoring the tests once received from the test administrator. This includes reviewing each answer sheet and identifying any and all errors to include erasure errors not identified by the test administrator when establishing the initial raw score provided by the test administrator to the candidate on the examination date.

The test maker will provide a comprehensive confidential report of the scores attained by each candidate to the Chief of the Providence Police Department or his/her designee within five (5) days of the examination administration date.

3. Interested examination providers must demonstrate experience and staff expertise; award of this contract will be made to the most responsible bidder. Factors which will be considered in selecting the most responsible bidder will include, but are not limited to:
  - a. Cost
  - b. Experience and capabilities of management and staff
  - c. Adequacy of examination
  - d. Prior experience with the City of Providence Police Department (if applicable)
4. The examination developer shall submit a proposed timetable for the development and/or availability of the examination upon bid submission, and said timetable shall become an integral part of the bidder's bid submission. Failure to provide the same may be deemed sufficient cause to disqualify the bidder from further consideration.
5. The examination developer shall work with representatives of the test administrator with regard to the delivery and administration of the examination, whether the test is given in a traditional (paper) format or via computer. The exam developer must also provide correction and review services for the examination.
6. In accordance with the Collective Bargaining Agreement between the City of Providence and the Fraternal Order of Police, Providence Lodge #3, the information for the written examination shall come from four (4) sources:
  - a. Titles 11 and 12 of the Rhode Island General Laws (25%)
  - b. Titles 3 and 31 of the Rhode Island General Laws (25%)
  - c. Rules and Regulations, General Orders, and Ordinances of the City of Providence (25%) and,
  - d. An outside source to be determined by the City, provided that no more than 200 pages of said outside source shall be used for the examination (25%)

Said promotional examination shall consist of a written examination comprised of one hundred (100) multiple choice questions. In formulating the test, an equal number (25) of questions shall come from each of the four (4) sources. **There will be no True and False questions.**

The Providence Police Department will furnish to the examination developer sources (a), (b), and (c), from which 75 questions will be derived. The department will also provide to the examination developer the name of the outside source or textbook from which the remaining 25 questions shall be derived. The department may consult with the examination developer to seek recommendations for the outside source or text to be used.

7. The exam developer must furnish question booklets, answer sheets and test administration instructions to candidates on the examination administration date. The examination developer shall work with representatives of the test administrator with regard to the delivery and administration of the examination.

#### **B. Examination Content and/or Development**

1. Examination to consist of questions of an objective nature, designed to assess candidates' knowledge, comprehension, application, analysis, synthesis and evaluation of contemporary issues, techniques and practices associated with urban law enforcement, including the issues of community policing concepts, problem-oriented policing, community relations, search and seizure issues, civil liability, management and supervision principles, ethics, human relations, police administration, police tactics and operations, rules and regulations of the Providence Police Department, and court procedure.
2. Items on the examination are to be well written, unambiguous, and factually correct. Items shall be drawn solely from the references cited in the four sources identified above (A6). Test vendors are expected to develop questions with only one "best" answer for each question.
3. **The test maker is solely responsible for developing the one hundred (100) questions to be utilized on the examination, without consultation or input from any member (including subject matter experts) of the Providence Police Department. Under no circumstances are potential questions (including sample questions) to be discussed or delivered to the Providence Police Department or any of its members prior to the date of the examination.**

#### **C. Defending the Examination**

The examination developer shall be capable of providing documentation to support the *best answer* and to render assistance in defense of the item challenges during

candidate review and appeal process. Candidate review and appeal process is to be completed within five (5) business days of the delivery of the test results to the Chief of Police. Each candidate disputing item/s is required to fill out a Providence Police Department Examination Appeal Form providing documentation in support of their answer. Said documentation shall come from the sources identified above. (A 6)

#### **D. Appeals**

Upon submission of all candidate appeals, the examination developer will be responsible for rescoring all candidate tests to reflect the granting of any successful candidate appeals. This process must be completed within five (5) business days of the delivery of the candidate challenges to the test maker.

#### **E. Confidentiality**

The examination developer shall be solely responsible for ensuring confidentiality and security of test materials before, during and after examination administration. The designated representative of the City of Providence and the examination developer/administrator shall execute a "security agreement," in accordance with the collective bargaining agreement, to implement this provision of the bid specifications for the protection of all parties.

### **PROMOTIONAL RANK ASSESSMENT PROCESS**

#### **A. General Information**

The components of the Promotional Rank Assessment Process shall be developed by an external assessment center professional and/or organization, in conjunction with other training resources and/or human resource professional, including the assessment and examination materials and the development of questions and answer criteria used for the Assessment Process (as explained further below). The external assessment center professional and/or organization shall also be utilized to provide required training support to the members of the Selection Panel/Board prior to the administration of the Assessment Process, as well as for briefing of and support to the Selection Panel/Board during the Assessment Process with respect to matters such as the process and scoring and to ensure that scoring is performed effectively and with integrity and consistency.

#### **B. Candidates for the Rank Assessment Process**

The twenty (20) highest scoring candidates in a Sergeant's promotional exam process after completion of the written examination process plus the addition of education points and seniority points shall be deemed eligible to move forward to the Sergeant's promotion rank assessment process (unless there is a tie at #20 in which case all tied at that score would move forward.)

### **C. Assessment Process General Criteria**

The Assessment Process portion of the Sergeant's promotional examination process shall involve a comprehensive evaluation of five (5) core proficiencies for the Sergeant rank. These proficiencies include:

1. **Independent judgment:** The ability to make sound decisions, situationally and autonomously
2. **Operational leadership:** Demonstrating effective leadership in day-to-day operations and as a leader to a unit, such as in the Patrol Bureau
3. **Compliance knowledge:** Understanding and adherence to relevant policies, regulations, and laws
4. **Human capital management:** Skills in managing and leading a team of officers.
5. **Communication:** Proficiency in conveying information clearly and effectively.

### **D. Assessment Process format**

Eligible candidates will participate in an Assessment Process (similar in nature and format to an assessment center process) which is made up of a weighted process of three (3) different evaluations encompassing an oral interview, a written report evaluation assessment, and a behavioral/situational exercise assessment. The cumulative score across all three (3) evaluations will contribute to a maximum of 15 points per candidate (i.e. 15% of the total score for each promotional process). The assessment process format and percentage scoring system shall be as follows:

1. **Oral Interview (30% of assessment process score):** Candidates will engage in a discussion with the Selection Panel/Board assessing their ability to communicate, make decisions, and exhibit leadership qualities in the role of a sergeant. The oral interview involves a communicative assessment of the pre-defined competencies associated with the rank of Sergeant.
  - In advance of the oral interview, candidates will be provided study/preparation materials to review which are related to the questions and topics which will be included in and addressed in the oral interview
  - Candidates are permitted to bring at least one (1) page of handwritten or typed notes into the interview, which may be inspected by the Selection Panel/Board prior to the interview.
2. **Written report evaluation (50% of assessment process score):** Candidates will be presented with a patrol officer "mock-arrest report" and shall be required to review the report and identify missing components and/or define the criteria required to be included in such a report. This review exercise involves a thorough review of a candidate's documented knowledge of report writing and analysis, decision making process, and analytical skills. This is an assessment of writing review, inspecting and compliance skills for the rank of Sergeant.
3. **Situational/Scenario exercise (20% of the assessment process score):** Candidates will be presented with "real-world policing scenarios" and asked to analyze the situation, present their approach to and opinion of a sergeant's role



in such a situation, and showcase their practical application of competencies in assessing the situation as a Sergeant.

#### **E. Scoring process and mechanism**

The following 5-point general scoring rubric shall be utilized by the members of the Selection panel in the scoring of each of the three (3) evaluation portions of the Assessment Process (Oral Interview, Written report evaluation and Situational/scenario exercise) based on the 5 proficiencies described earlier.

The scoring rubric is as follows:

- 1 point (Insufficient)
- 2 points (Basic)
- 3 Points (Proficient)
- 4 points (Advanced)
- 5 points (Exceptional)

More specific information regarding scoring will be provided to the winning bidder at the time a promotional process is announced.

#### **F. Assessment Process Selection Panel/Board**

The selection panel/board chosen and utilized for each Assessment Process shall be comprised as follows:

**Board /Panel Member #1 and #2:** An active police officer of equal or higher rank from an outside Police Department of comparable or larger size than the Providence Police Department, chosen by an external assessment center professional.

**Board Panel/Member #3:** An active or retired police officer of equal or higher rank from an outside Police Department of comparable or larger size than the Providence Police Department, chosen by an external assessment center professional.

#### **F. Notes to all Bidders**

1. The specifications and terms set forth herein are those for the furnishing of a written police promotional examination and assessment center evaluation for the ***Rank of Sergeant***. Where the vendor would provide additional materials, benefits or services under the terms of their standard agreements with other governmental agencies, said materials, benefits or services are incorporated by reference into these specifications. The contract terms will be considered in effect upon the approval of the Board of Contract and Supply of the City of Providence, in awarding the bid to the vendor and the issuance of a purchase order by the City of Providence.

2. The City of Providence Police Department reserves the right to reject any or all proposals, or any parts thereof, to waive informality in any proposal, or any part thereof, and to make such award or awards as it shall deem to be in its best interest.
3. The City of Providence Police Department reserves the right to cancel any contract entered into as a result of this proposal with a minimum thirty (30) days' notice.
4. Bids which are incomplete, vague, contrary to the Collective Bargaining Agreement or require additional costs shall be disqualified from the bidding process at the discretion of the department.
5. Pricing: Bids should include pricing for two options:

Option 1: Pricing for a traditional (paper) written exam and assessment center evaluation. Pricing must include all costs associated with the exam, including, but not limited to, delivery and scoring of the exam booklets, score sheets, etc.

Option 2: Pricing for an electronic (computer based) exam and assessment center evaluation. Pricing should include total costs, including, but not limited to, setup up, delivery, and scoring of the exams.

Bids which require additional costs not specified in the proposal will be disqualified.

6. The City of Providence requires that the prices and terms quoted by the bidder for written police promotional examination for the **Rank of Sergeant** shall remain firm for the duration of the contract.
7. In evaluating the bids, the unit price quoted in the proposal must be multiplied by the estimated quantity for each item. The sum of the resultant figures will constitute the basis for determining the overall lowest bid for the written police promotional examination for the *Rank of Sergeant* contained herein. The actual quantities purchased may be more or less than the estimated quantities shown. The estimated quantities are not guaranteed in any way.
8. All bids must be submitted on blank forms furnished by the Purchasing Department of the City of Providence, City Hall, 25 Dorrance Street, Providence, RI 02903.



**Proposals for  
WRITTEN POLICE PROMOTIONAL EXAMINATION FOR THE RANK OF  
LIEUTENANT**

**Bid Specifications**

SEALED PROPOSALS ARE HEREBY INVITED by the Board of Contract and Supply for furnishing and delivering to the City of Providence, Department of Public Safety, POLICE DEPARTMENT, the following:

Written police promotional examination for the ***Rank of Lieutenant*** in accordance with the following specifications:

**A. General Information**

The Providence Police Department is administering a promotional process for the rank of Lieutenant. The process involves a written examination and a rank assessment process (i.e. assessment center). The promotional process for the rank of Lieutenant is governed by the collective bargaining agreement by and between the City of Providence and the Providence Lodge No. 3 Fraternal Order of Police. The mandates enumerated in the collective bargaining agreement are provided for informational purposes and guidance. **This bid is for the development of the written examination and the rank assessment process evaluation.**

**The entire promotional process for the rank of Lieutenant, including the delivery and administration of the written examination and the promotional assessment center evaluation must be completed at a date and time to be determined by the City.**

1. Written promotional examination to be developed scored and defended on a rental basis for administration to no more than *thirty-five (35)* Sergeants, who are seeking, on a competitive basis, promotion to a limited number of positions within the Providence Police Department. Said examination is to be specifically designed to address the needs of the Providence Police Department, taking cognizance of its commitment to community and problem-oriented policing concepts in the delivery of police services to a culturally diverse urban community.
2. A local college or university decided on by the City will be the test administrator for the examination and will administer the test on the date of the examination. The exam developer must have the capability to develop and administer the exam in a computerized format in lieu of, or in addition to, a paper examination, should the department so decide. At the conclusion of the written examination, the test administrator will attain a raw score for each candidate. Each candidate will be

made aware of their initial raw score by the test administrator immediately following the examination. In the case of a traditional (paper) examination, the answer sheets will be sent by the test administrator to the test developer at the conclusion of the examination. The test developer will be responsible for correcting and scoring the tests once received from the test administrator. This includes reviewing each answer sheet and identifying any and all errors to include erasure errors not identified by the test administrator when establishing the initial raw score provided by the test administrator to the candidate on the examination date.

The test maker will provide a comprehensive confidential report of the scores attained by each candidate to the Chief of the Providence Police Department or his/her designee within five (5) days of the examination administration date.

3. Interested examination providers must demonstrate experience and staff expertise; award of this contract will be made to the most responsible bidder. Factors which will be considered in selecting the most responsible bidder will include, but are not limited to:
  - a. Cost
  - b. Experience and capabilities of management and staff
  - c. Adequacy of examination
  - d. Prior experience with the City of Providence Police Department (if applicable)
4. The examination developer shall submit a proposed timetable for the development and/or availability of the examination upon bid submission, and said timetable shall become an integral part of the bidder's bid submission. Failure to provide the same may be deemed sufficient cause to disqualify the bidder from further consideration.
5. The examination developer shall work with representatives of the test administrator with regard to the delivery and administration of the examination, whether the test is given in a traditional (paper) format or via computer. The exam developer must also provide correction and review services for the examination.
6. In accordance with the Collective Bargaining Agreement between the City of Providence and the Fraternal Order of Police, Providence Lodge #3, the information for the written examination shall come from four (4) sources:
  - a. Titles 11 and 12 of the Rhode Island General Laws (25%)
  - b. Titles 3 and 31 of the Rhode Island General Laws (25%)
  - c. Rules and Regulations, General Orders, and Ordinances of the City of Providence (25%) and,
  - d. An outside source to be determined by the City, provided that no more than 200 pages of said outside source shall be used for the examination (25%)



Said promotional examination shall consist of a written examination comprised of one hundred (100) multiple choice questions. In formulating the test, an equal number (25) of questions shall come from each of the four (4) sources. **There will be no True and False questions.**

The Providence Police Department will furnish to the examination developer sources (a), (b), and (c), from which 75 questions will be derived. The department will also provide to the examination developer the name of the outside source or textbook from which the remaining 25 questions shall be derived. The department may consult with the examination developer to seek recommendations for the outside source or text to be used.

7. The exam developer must furnish question booklets, answer sheets and test administration instructions to candidates on the examination administration date. The examination developer shall work with representatives of the test administrator with regard to the delivery and administration of the examination.

#### **B. Examination Content and/or Development**

1. Examination to consist of questions of an objective nature, designed to assess candidates' knowledge, comprehension, application, analysis, synthesis and evaluation of contemporary issues, techniques and practices associated with urban law enforcement, including the issues of community policing concepts, problem-oriented policing, community relations, search and seizure issues, civil liability, management and supervision principles, ethics, human relations, police administration, police tactics and operations, rules and regulations of the Providence Police Department, and court procedure.
2. Items on the examination are to be well written, unambiguous, and factually correct. Items shall be drawn solely from the references cited in the four sources identified above (A6). Test vendors are expected to develop questions with only one "best" answer for each question.
3. **The test maker is solely responsible for developing the one hundred (100) questions to be utilized on the examination, without consultation or input from any member (including subject matter experts) of the Providence Police Department. Under no circumstances are potential questions (including sample questions) to be discussed or delivered to the Providence Police Department or any of its members prior to the date of the examination.**

#### **C. Defending the Examination**

The examination developer shall be capable of providing documentation to support the *best answer* and to render assistance in defense of the item challenges during

candidate review and appeal process. Candidate review and appeal process is to be completed within five (5) business days of the delivery of the test results to the Chief of Police. Each candidate disputing item/s is required to fill out a Providence Police Department Examination Appeal Form providing documentation in support of their answer. Said documentation shall come from the sources identified above. (A 6)

#### **D. Appeals**

Upon submission of all candidate appeals, the examination developer will be responsible for rescoring all candidate tests to reflect the granting of any successful candidate appeals. This process must be completed within five (5) business days of the delivery of the candidate challenges to the test maker.

#### **E. Confidentiality**

The examination developer shall be solely responsible for ensuring confidentiality and security of test materials before, during and after examination administration. The designated representative of the City of Providence and the examination developer/administrator shall execute a "security agreement," in accordance with the collective bargaining agreement, to implement this provision of the bid specifications for the protection of all parties.

### **PROMOTIONAL RANK ASSESSMENT PROCESS**

#### **A. General Information**

The components of the Promotional Rank Assessment Process shall be developed by an external assessment center professional and/or organization, in conjunction with other training resources and/or human resource professional, including the assessment and examination materials and the development of questions and answer criteria used for the Assessment Process (as explained further below). The external assessment center professional and/or organization shall also be utilized to provide required training support to the members of the Selection Panel/Board prior to the administration of the Assessment Process, as well as for briefing of and support to the Selection Panel/Board during the Assessment Process with respect to matters such as the process and scoring and to ensure that scoring is performed effectively and with integrity and consistency.

#### **B. Candidates for the Rank Assessment Process**

The twelve (12) highest scoring candidates in a Lieutenant's promotional exam process after completion of the written examination process plus the addition of education points and seniority points shall be deemed eligible to move forward to the Lieutenant's promotion rank assessment process (unless there is a tie at #12 in which case all tied at that score would move forward.)



### **C. Assessment Process General Criteria**

The Assessment Process portion of the Lieutenant's promotional examination process shall involve a comprehensive evaluation of five (5) core proficiencies for the Lieutenant rank. These proficiencies include:

1. **Independent judgment:** The ability to make strategic decisions for the span of control and department
2. **Transformational leadership:** Capability to inspire and drive positive change, manage, and invest in subordinates' performance and professional development.
3. **Compliance knowledge:** Expertise in ensuring adherence to policies, regulations and laws.
4. **Human capital management:** Skills in managing personnel at a higher level.
5. **Communication:** Proficiency in strategic communication and coordination.

### **D. Assessment Process format**

Eligible candidates will participate in an Assessment Process (similar in nature and format to an assessment center process) which is made up of a weighted process of three (3) different evaluations encompassing an oral interview, a written report evaluation assessment, and a behavioral/situational exercise assessment. The cumulative score across all three (3) evaluations will contribute to a maximum of 15 points per candidate (i.e. 15% of the total score for each promotional process). The assessment process format and percentage scoring system shall be as follows:

1. **Oral Interview (40% of assessment process score):** Candidates will engage in a discussion with the Selection Panel/Board assessing their ability to communicate, make decisions, and exhibit leadership qualities in the role of a Lieutenant. The oral interview involves a communicative assessment of the pre-defined competencies associated with the rank of Lieutenant.
  - In advance of the oral interview, candidates will be provided study/preparation materials to review which are related to the questions and topics which will be included in and addressed in the oral interview
  - Candidates are permitted to bring at least one (1) page of handwritten or typed notes into the interview, which may be inspected by the Selection Panel/Board prior to the interview.
2. **Written report evaluation (40% of assessment process score):** Candidates will be presented with a patrol officer "mock-arrest report" and shall be required to review the report and identify missing components and/or define the criteria required to be included in such a report. This review exercise involves a thorough review of a candidate's documented knowledge of report writing and analysis, decision making process, and analytical skills. This is an assessment of writing review, inspecting and compliance skills for the rank of Lieutenant.
3. **Situational/Scenario exercise (20% of the assessment process score):** Candidates will be presented with "real-world policing scenarios" and asked to analyze the situation, present their approach to and opinion of a Lieutenant's role

in such a situation, and showcase their practical application of competencies in assessing the situation as a Lieutenant.

#### **E. Scoring process and mechanism**

The following 5-point general scoring rubric shall be utilized by the members of the Selection panel in the scoring of each of the three (3) evaluation portions of the Assessment Process (Oral Interview, Written report evaluation and Situational/scenario exercise), based on 5 proficiencies listed earlier.

The scoring rubric is as follows:

- 1 point (Insufficient)
- 2 points (Basic)
- 3 Points (Proficient)
- 4 points (Advanced)
- 5 points (Exceptional)

More specific information regarding scoring will be provided to the winning bidder at the time a promotional process is announced.

#### **F. Assessment Process Selection Panel/Board**

The selection panel/board chosen and utilized for each Assessment Process shall be comprised as follows:

**Board /Panel Member #1 and #2:** An active police officer of equal or higher rank from an outside Police Department of comparable or larger size than the Providence Police Department, chosen by an external assessment center professional.

**Board Panel/Member #3:** An active or retired police officer of equal or higher rank from an outside Police Department of comparable or larger size than the Providence Police Department, chosen by an external assessment center professional.

#### **G. Notes to all Bidders**

1. The specifications and terms set forth herein are those for the furnishing of a written police promotional examination and assessment center evaluation for the ***Rank of Lieutenant***. Where the vendor would provide additional materials, benefits or services under the terms of their standard agreements with other governmental agencies, said materials, benefits or services are incorporated by reference into these specifications. The contract terms will be considered in effect upon the approval of the Board of Contract and Supply of the City of



Providence, in awarding the bid to the vendor and the issuance of a purchase order by the City of Providence.

2. The City of Providence Police Department reserves the right to reject any or all proposals, or any parts thereof, to waive informality in any proposal, or any part thereof, and to make such award or awards as it shall deem to be in its best interest.
3. The City of Providence Police Department reserves the right to cancel any contract entered into as a result of this proposal with a minimum thirty (30) days' notice.
4. Bids which are incomplete, vague, contrary to the Collective Bargaining Agreement or require additional costs shall be disqualified from the bidding process at the discretion of the department.
5. Pricing: Bids should include pricing for two options:  
  
Option 1: Pricing for a traditional (paper) written exam and assessment center evaluation. Pricing must include all costs associated with the exam, including, but not limited to, delivery and scoring of the exam booklets, score sheets, etc.  
  
Option 2: Pricing for an electronic (computer based) exam and assessment center evaluation. Pricing should include total costs, including, but not limited to, setup up, delivery, and scoring of the exams.  
  
Bids which require additional costs not specified in the proposal will be disqualified.
6. The City of Providence requires that the prices and terms quoted by the bidder for written police promotional examination for the **Rank of Lieutenant** shall remain firm for the duration of the contract.
7. In evaluating the bids, the unit price quoted in the proposal must be multiplied by the estimated quantity for each item. The sum of the resultant figures will constitute the basis for determining the overall lowest bid for the written police promotional examination for the *Rank of Lieutenant* contained herein. The actual quantities purchased may be more or less than the estimated quantities shown. The estimated quantities are not guaranteed in any way.
8. All bids must be submitted on blank forms furnished by the Purchasing Department of the City of Providence, City Hall, 25 Dorrance Street, Providence, RI 02903.



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

## **SUPPLEMENTAL INFORMATION**

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

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

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

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

**You must be able to provide:**

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





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

**CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS**

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



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

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

12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
17. The failure of the City to require performance of any provision shall not affect the City's right to

require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.