



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

REQUEST FOR PROPOSALS

Item Description: BITUMINOUS CONCRETE (ASPHALT) FY25-26

Procurement/MinuteTraq #: 49494

Date to be opened: 6/16/2025

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 June 9, 2025



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

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 6/16/2025

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.

BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at <http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

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

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 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 10-11) 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.**

NOTICE TO VENDORS

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



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

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

BIDDER'S BLANK

DATE: _____

Honorable Brett P. Smiley, Chairman
Board of Contract and Supply
City Hall
Providence, RI 02903

_____ agrees to bid on:

(Name of Company)

Bituminous Concrete Material (Hot and Cold Mix) FY 2025-2026 (Blanket Order)

(Items to be bid)

(Date of Award)

The items listed below are to be furnished on City vehicles at the bidder's plant.

Item No. 1 – Bituminous Concrete Surface Course (Hot and Cold Mix) Type I-1 State Standards

\$ _____ Per Ton _____
(Amount in Writing)

Item No. 2 – Plant Mix Macadam Base Course – State Standards

\$ _____ Per Ton _____
(Amount in Writing)

The above bituminous concrete mix shall conform to State of RI standards and be batched at a State approved batch plant.

This is a blanket order effective July 1, 2025, to June 30, 2026

Federal ID# or Social Security #

Signature:

Title of Person Signing:

Firm Name:

Address:

Phone:

Delivery Date:

Name of Surety Company:

The percentage of minority participation in this contract is ____%

City of Providence – State of Rhode Island



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

**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
CITY OF PROVIDENCE, RHODE ISLAND**

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
CITY OF PROVIDENCE, RHODE ISLAND**

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) through d) above.

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

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

Name of the person making this affidavit: _____

Position in the "Business" _____

Name of Entity _____

Address: _____

Phone number: _____

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

Read the following paragraph and answer one of the options:

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

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

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

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

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



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

c. The Mayor of Providence? ☐ Yes ☐ No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

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

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position

MBE/WBE Participation Plan

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

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

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

MBE/WBE Waiver Request Form

Fill out this form only if you did not meet the 20% MBE/WBE participation goal.

State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

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

Prime Bidder: _____ Contact Email and Phone _____

Company Name, Address: _____ Trade _____

Project /Item Description (as seen on RFP): _____

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

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

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

Signature of Prime Contractor /
or Duly Authorized Representative

Printed Name

Date Signed

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

Printed Name of City of Providence
MBE/WBE Outreach Director

Date Signed



**BOARD OF CONTRACT AND SUPPLY
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BID PACKAGE SPECIFICATIONS

Overview Provide and deliver asphalt for the FY 25-26 Season

Scope of Work Material is used to fill potholes daily throughout the city.

Proposed Schedule Delivery when needed

Evaluation Criteria

**CITY OF PROVIDENCE
PUBLIC WORKS DEPARTMENT**

BITUMINOUS CONCRETE MATERIAL

SPECIFICATIONS

In the absence of specific requirements for methods of construction of materials to be used, the provisions of Section M.03 of the State of Rhode Island, Department of Transportation, Division of Public Works, Standard Specifications for Road and Bridge Construction, latest Edition, and all subsequent addenda will be applicable.

Bidder shall be required to comply with Rhode Island Air Pollution Control Regulation No. 25, entitled "Control of Volatile Organic Compound Emissions from Cutback and Emulsified Asphalt."

GENERAL REQUIREMENTS – Mixture Formula

1. Formula for Job Mix:

The bidder shall supply, as part of his offer, his intended job mix formulas, indicating in writing the single definite percentage for each sieve fraction of aggregate, and for asphalt, which he chooses as the fixed mean in each instance, and also the temperature at which he proposes to supply the mixture to city trucks at the plant. The submission of such mix formula shall, upon approval and thereafter, bind the bidder to furnish paving mixtures not only within the master ranges, but, as a further requirement, also meeting the formula thus set up, within allowable tolerance of plus or minus one-half (1/2) percent for asphalt; plus or minus ten (10) percent for the one-quarter (1/4) inch and larger sieve requirements; and plus or minus four (4) percent for the No. 10 and smaller sieve requirements; and plus or minus twenty (20) degrees for delivery temperature of mixtures. Samples of the actual mixture in use will be taken as many times daily as necessary at the discretion of the City, or its designee, and the mixture must be maintained uniform at all times within the above tolerances. If an additional source of supply for materials is approved, the job mix formula will be readjusted as necessary. Any job mix formula submitted but found unacceptable shall be readjusted to the satisfaction of the City.

2. Inspection of Paving Plant Operation:

The City shall have access at any time to all parts of the paving plant for the purpose of checking the adequacy of the equipment in use, inspecting the conditions and operation of the plant, for the verification of weights or proportions and character of materials and for the determination and checking of temperatures being maintained in the preparation of new mixtures.

AUTOMATION AND RECORDATION

Plants producing bituminous concrete for City of Providence projects including new construction, resurfacing and maintenance shall conform to the following plant equipment requirements.

1. Automatic Proportioning

Bituminous concrete shall be produced in patch type mixing plants equipped with approved automatic proportioning devices. Such devices shall include equipment for accurately proportioning batches of the various components of the mixture by weight or volume in the proper sequences. Bitumen and aggregates shall be proportioned by weight. Additives, if required, may be proportioned by volume or weight. The plant shall be equipped to automatically control the sequence and timing of mixing operations. There shall be auxiliary interlock cutoff circuits to interrupt and stop the automatic cycling of the batching operations at any time an error in weighing occurs, when the aggregate bin becomes empty or when there is a malfunction of any portion of the control system.

2. Recording Equipment

The plant shall be equipped with a digital recorder, which will automatically print the following data on delivery tickets.

- a) Batch weights of each size aggregate. Weights printed may be individual or accumulative.
- b) Total weight of aggregates in batch. The weight printed for the last aggregate batched shall be the total weight of aggregates in the batch when accumulative weights are used.
- c) Weight in bitumen.
- d) Weight of total batch.
- e) Total weight of batches in trucks.
- f) Date mixed.
- g) Time of each batch or load.

There shall be sufficient copies of deliveries to provide a copy for the plant inspector and a copy to be picked up at the job site. The following information shall also be included on delivery slips.

- a) Name of customer.
- b) Name of street.
- c) Truck number.
- d) Mixture
- e) Additives, if required

3. Equipment Failure.

If at any time the automatic proportioning or recording devices become inoperative, the plant may be allowed to batch and mix bituminous materials for a period of not more than two normal workdays from the time of the breakdown if approved by the City. Written permission of the City will be required for periods of operation without automatic proportioning facilities longer than two normal workdays.

4. Scales.

Scales for any weigh box or hopper shall be of the spring less dial type, having full complement of index pointers and shall be of a standard make and design. They shall be accurate to 0.50 percent, have minimum graduations not greater than .50 percent and shall be readable and sensitive to .25 percent or less, the preceding percentages based on total batch weight. Scales shall be so located as to be easily readable from the operator's normal workstation.

5. Temperature

If tests of pavement samples from the completed work show that the materials do not conform to the specifications, the pavement mixture shall be replaced at the expense of the contractor.

Bituminous concrete mix shall conform to State of Rhode Island standards and be batched at a State approved batch plant.



**BOARD OF CONTRACT AND SUPPLY
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SUPPLEMENTAL INFORMATION

If the issuing department for this RRQ determines that your firm's application 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 application.

*This information is **NOT** requested to be provided in your initial application 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 applications submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.
- **USE THESE BULLETS TO OUTLINE ITEMS YOU WILL NEED VENDORS TO PRODUCE ON REQUEST IF YOU SEEK TO AWARD THIS BID TO THEM.**



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

CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

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



**BOARD OF CONTRACT AND SUPPLY
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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.