



BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND

# REQUEST FOR PROPOSALS

Item Description: PORTLAND CEMENT CONCRETE FY 25-26

Procurement/MinuteTraq #: 49497

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](mailto: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](mailto: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 3<sup>rd</sup> 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.



**BOARD OF CONTRACT AND SUPPLY  
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**SUBMISSION PACKAGE CHECKLIST**

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

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

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

**All of the above listed documents are REQUIRED.**

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



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

1. The Board of Contract and Supply will make the award to qualified and responsible applicants.
2. In determining the responsible applicants, cash discounts based on preferable payment terms will not be considered.
3. Where applicants are equally qualified, the Board of Contract and Supply reserves the right to award to one applicant, or to split the award.
4. No submission will be accepted if the response is made in collusion with any other bidder.
5. Responses may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Applicants must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. An applicant who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all responses.
8. Applications may also be accessed electronically on the internet via the City's [Open Meetings Portal](#).
9. Delivery dates must be shown in the application. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made (if applicable).
10. A certificate of insurance will normally be required of a successful vendor.
11. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([RIGL Sec. 37-13-1 et seq.](#))
12. No goods should be delivered, or work started without a Purchase Order.
13. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
14. Applicant must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Form 2.)



**BOARD OF CONTRACT AND SUPPLY  
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**FORM 1: Responder's Blank**

1. Submissions must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Responder's submissions must be in ink or typewritten, and all blanks on the form should be completed.
3. All responses **MUST BE SIGNED IN INK.**

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

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

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

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

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

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

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

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

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

Total Amount in Writing\*: Not applicable. This is a Request for Qualifications

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

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

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

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

\_\_\_\_\_  
Title



**BOARD OF CONTRACT AND SUPPLY  
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**FORM 2: Certification of Responder**  
(Non-Discrimination/Hiring)

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

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

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

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

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

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

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



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

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

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

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

understanding that:

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

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

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

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

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



**BOARD OF CONTRACT AND SUPPLY  
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**FORM 4: Affidavit of City Vendor**

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





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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



**BOARD OF CONTRACT AND SUPPLY  
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**WBE/MBE Form Instructions**

The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City's procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, [Sec. 21-52](#) (Minority and Women's Business Enterprise) and Rhode Island General Laws (as amended), Chapter 37-14, et seq. (Minority Business Enterprise), Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is **10%** of the total bid value.

The goal for Women's Business Enterprise (WBE) participation is **10%** of the total bid value.

The goal for combined MBE/WBE participation is **20%** of the total bid value.

**Only businesses certified with the State of Rhode Island** as minority and/or women business enterprises are counted towards the City's goals. Eligible minority or women-owned businesses are encouraged to seek certification from the State of Rhode Island Minority Business Enterprise Compliance Office at: <https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office>

**Note:** MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

**Bid Requirements:**

1. ***All Bidders:*** All bidders must complete and submit the ***MBE/WBE Participation Affidavit (page 13)*** indicating whether or not they are a state-certified MBE/WBE and acknowledging the City's participation goals. Submission of this form is **required with every bid. Your bid will not be accepted without an affidavit.**
2. ***Bidders who will be subcontracting:*** In addition to the ***MBE/WBE Participation Affidavit***, Bidders who will be subcontracting must submit the ***Subcontractor Disclosure Form*** as part of their bid submission. All subcontractors, regardless of MBE/WBE status, must be listed on this form. Business NAICS codes can be found at <https://www.naics.com/search/>. Awarded bidders are required to submit ***Subcontractor Utilization and Payment Reports*** with each invoice.
3. **Waiver Requests:**
  - a) If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the ***MBE/WBE Waiver Request Form (page 14)*** and obtain approvals prior to bid submission.
  - b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to complete the ***MBE/WBE Waiver Request Form (page 14)*** and obtain approvals prior to bid submission.
  - c) If the contractor is a nonprofit organization, they are not required to complete the ***MBE/WBE Waiver Request Form***. However, the City of Providence requires the nonprofit organization to provide the ***MBE/WBE Participation Affidavit Form*** and proof of its nonprofit status.
  - d) If the contractor has researched the RI Certified minority list (<https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office/minority-business-enterprise-mbe>) and the state does not have any companies in the desired trade, the contractor must complete the ***MBE/WBE Waiver Request Form (page 14)*** and obtain approvals prior to bid submission.
  - e) Waivers will be considered for approval on a case-by-case basis.



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**MBE/WBE Status**

Responder's Name:			
Responder'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
I certify under penalty of perjury that the forgoing statements are true and correct.			
Prime Contractor/Vendor Signature	Title	Date	



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## **BID PACKAGE SPECIFICATIONS**

**Overview Provide and deliver cement for the FY 25-26 Season**

**Scope of Work Material is used to repair sidewalks throughout the city.**

**Proposed Schedule Delivery when needed**

**Evaluation Criteria**

**CITY OF PROVIDENCE - DEPARTMENT OF PUBLIC WORKS  
SPECIFICATIONS - PORTLAND CEMENT CONCRETE MATERIALS**

**DESCRIPTION:**

The selected vendor shall furnish Portland cement concrete for sidewalks and road base, city wide, in accordance with these specifications.

The two types of cement concrete shall conform to Section 601, (Portland Cement Concrete) of the State of Rhode Island, Dept. of Transportation, Division of Public Works, and Standard Specifications for Road and Bridge Construction, latest Edition and all subsequent addenda.

Also, the selected vendor shall furnish "flowable fill" city wide, in accordance with these specifications.

**DELIVERY:**

Unless otherwise directed, these materials shall be delivered by 9:00 AM, provided a 24-hour notice is given by the Department. Failure to perform shall be the cause for cancellation of any order at no charge to the City. Additional failure to perform may result in the termination of any future orders for materials.

**MATERIALS:**

Portland cement concrete for use in sidewalks shall conform to the requirements of \*Class XX as shown in Section 601.

Portland cement concrete for use in road bases shall conform to the requirements of \*Class XX as shown in Sec. 601.

Fine aggregate for the two types of cement concrete shall conform to the requirements of Section M.02 Materials. Coarse aggregates for the two types of cement concrete shall conform to the requirements of Section 601.

Air Entraining (AE) admixtures shall conform to the requirements of Section M.02.05 Chemical Admixtures.

Water used in mixing shall conform to the requirements of Section M.02.07 Water.

All sections referred to above are as shown in the Standard Specifications for Road and Bridge Construction, latest Edition, and all subsequent addenda, of the State of Rhode Island.

The concrete specified in this contract has to be obtained from a State approved supplier.

**FLOWABLE FILL:**

Flowable fill shall conform to Section 603 of the RIDOT "Standard Specifications for Road and Bridge Construction", latest edition.

### **SIDEWALK PAVEMENT**

The maximum coarse aggregate to be used in the sidewalk mix shall not exceed one-half (1/2) inch. The maximum slump allowed will be three (3) inches and the pavement must meet test strength of four thousand (4,000) PSI after twenty-eight (28) days. Type II cement will be used. There shall be no minimum order for sidewalk mix.

### **ROAD BASE**

The maximum coarse aggregate to be used in the road mix shall not exceed one and one-half (1 1/2) inches (Class XX) aggregate used by the State of Rhode Island. The maximum slump allowed will be three (3) inches and the base coarse must have a test strength of Four Thousand (4,000) PSI after twenty-eight (28) days. Type II cement will be used.

The minimum order for road base only will be no less than four (4) cubic yards and will be delivered to sites as indicated by the Director of Public Works or his authorized agent.

**Note:** This is a "Blanket Order" effective FY 2025/2026 (July 1, 2025, to June 30, 2026)

\* Class XX is used on all State and Federal contracts.

**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)

Portland Cement Concrete FY 2025-2026 (Blanket Order)  
(Items to be bid)

(Date of Award)

The undersigned bidder hereby agrees to furnish/deliver/place Portland cement concrete for sidewalks and road base, citywide.

Item No. 1 – Furnish Cement Concrete Sidewalk Mix, Citywide – (No minimum order)  
\$ \_\_\_\_\_ Per Cubic Yard \_\_\_\_\_  
(Amount in Writing)

Item No. 2 – Furnish Cement Concrete Road Base, Citywide  
\$ \_\_\_\_\_ Per Cubic Yard \_\_\_\_\_  
(Amount in Writing)

Item No. 3-Flowable Fill, Citywide  
\$ \_\_\_\_\_ Per Cubic Yard \_\_\_\_\_ NO MINIMUM ORDER

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  
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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  
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**CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS**

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



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

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

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

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