Revised: 7/28/2024



REQUEST FOR PROPOSALS

Item Description: Fabrication and Furnishing of Granite Blocks for Bucklin Park

Procurement/MinuteTraq #: 50986

Date to be opened: 12/15/2025

Issuing Department: Department of Parks

QUESTIONS

• Please direct questions related to the process, how to fill out forms, and how to submit an application(Pages 1-8) to the Purchasing Department.

o Email: <u>purchasing@providenceri.gov</u>

- 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 10-11) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - o Email: 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:
 - o Kristin Andel, RLA Deputy Superintendent
 - o **401-680-7202**
 - o EMAIL: Kandel@providenceri.gov

Pre-submission Conference

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

Deadline for questions submissions:

Questions are due by December 05, 2025, by 2PM

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 12/15/2025

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 3rd 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

**<u>PLEASE NOTE</u>: 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 <u>NOT</u> 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.

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 <u>ALL</u> required signatures. Forms without all required signatures will be considered <u>incomplete</u>.

- 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, <u>if requested</u> (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.)

BID TERMS

1.	Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. <u>If either of the first two checkboxes below is checked, the specified assurance</u> 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 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 depositive 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 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.	1			
	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, <u>RIGL 28-29-1</u>, 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.

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 <u>other than Rhode</u> <u>Island</u> , 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
	mtd.
	Title

BID FORM 2: Certification of Bidder

(Non-Discrimination/Hiring)

Upon behalf of		(Firm or Individual Bidding),		
Ι,		(Name of Person Making Certification),		
being its		(Title or "Self"), hereby certify that:		
1.	Bidder does not unlawfully discriminate or orientation and/or religion in its business	n the basis of race, color, national origin, gender, sexual nd 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 af	firm by signing below that I am duly author	ized on behalf of Bidder, on		
this	sday of	20		
		Signature of Representation		
		Printed Name		

BID FORM 3: Certificate Regarding Public Records

Upon 1	behalf of	(Firm or Individual Bidding),
I,		(Name of Person Making Certification),
	its	
unders	tanding that:	
2.	(RFQ's), documents contained record upon receipt by the City and Supply (BOCS) meeting. The Purchasing Department an effort to request that sensitive/p	equests for Proposals (RFP's) and Requests for Qualification ain, and the details outlined on those documents become public rk's office and opening at the corresponding Board of Contract issuing department for this RFP/RFQ have made a conscious onal information be submitted directly to the issuing erification of specific details is critical the evaluation of a
3.	The requested supplemental in	ation may be crucial to evaluating bids. Failure to provide
4.	If sensitive information that hadefined supplemental informat submitted to the City Clerk, the	cation, or an inability to appropriately evaluate bids. t been requested is enclosed or if a bidder opts to enclose the prior to the issuing department's request in the bidding packet by of Providence has no obligation to redact those details and
5.	The City of Providence observe the bidding packet may not be	e information becoming public record. public and transparent bidding process. Information required in nitted directly to the issuing department at the discretion of the rmation, such as pricing terms, from becoming public. Bidders disqualified.
I affirr	n by signing below that I am du	thorized on behalf of Bidder, on
this	day of	20
		Signature of Representation

Printed Name

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.

Per R.I.G.L. § 36-14-2, "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company,

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

N.T		
Name	e of the person making this affidavit:	
Positi	ion in the "Business"	
Name	e of Entity	
	ess:	
	e number:	
The n	number of persons or entities in your entity that a	are required to report under Sec. 2128.1 (e):
Read	I the following paragraph and answer one of t	he options:
are no	ot in writing within the 12 month period preceding	bid submission with the City of Providence, or with respect to the contracts that ng the date of notification that the contract has reached the \$100,000 threshold, adar year to (please list all persons or entities required under Sec. 2128.1 (e)).
a. N	Members of the Providence City Council? If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	es □ No Contribution Amount(s):
b. (Candidates for election or reelection to the Provide If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	dence City Council? □ Yes □ No Contribution Amount(s):
с. Т •	The Mayor of Providence? ☐ Yes ☐ No If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	Contribution Amount(s):
	Candidates for election or reelection to the office	of Mayor of Providence? Yes No

Position

Signed under the pains and penalties of perjury.

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 follo business' status in term Owned Business Enter State of Rhode Island?	ns of Minority and/o prise certification w (Check all that appl	or Woman rith the ly).	□MBE		□WBE	□ Neither MBE nor W	
including a description Please note that all MB time of bid. The MBE/ instructions and require Nonprofit or	• Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to						
Name of Subcontractor		DE Outrea	cii Oilice				
Type of RI Certification	* *	□МВЕ	[□WBE		□Neither	
Address:							
Point of Contact:							
Telephone:							
Email:							
Detailed Description o Performed by Subcont to be Supplied by Supp of Work provided in the Total Contract Value (ractor or Materials plier Per the Scope ne RFP			ontract		Participation	
A	C		Valu	e (\$):		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							
Prime Contractor/Ve	ndor Signature				Title		Date
Subcontractor/Suppli	ier 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

or Duly Authorized Representative

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 <a href="mailto:priorito:pri

Prime Bidder:		_ Contact Email and Phone	
ompany Name, Address:		Trade	
roject /Item Description (as seen	on RFP):		
		/BE companies you contacted, the could not participate on this pro	e name of the primary individual w
MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?
raiver of % MBE/WBE	$2(20\%)$ minus the value of B α	ox F on the Subcontractor Disclo	f the total bid value. I am requestin sure Form). If an opportunity is ffort will be made to select MBE/V
ignature of Prime Contractor / r Duly Authorized Representativ	Printed	Name	Date Signed
ignature of City of Providence //BE/WBE Outreach Director /		Name of City of Providence //BE Outreach Director	Date Signed

FOR CONSTRUCTION PROJECTS

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

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

"FIRST SOURCE" REQUIREMENTS.

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

BID PACKAGE SPECIFICATIONS

Overview

The City of Providence Parks Department is seeking proposals for the fabrication and furnishing of granite blocks. The intent of this procurement is to purchase high quality granite blocks cut to the specified dimensions for use as seating in an outdoor classroom and within Bucklin Park Playground area. This project supports ongoing park improvements intended to support safety, accessibility and community use.

General Requirements

In addition to stating the Total Base Bid, The Bidder shall state Unit Prices for related work listed under each bid item which represents the work items included in the Total Base Bid. The Unit Prices are quoted for computing adjustments to the Base Bid prior to Contract award, as well as during the course of construction, based upon extra work ordered by the City or for work countermanded, reduced or omitted by the City in order to stay within the Project budget.

Base Bid Items and Unit prices are to be Completed prices to be added or deducted on the basis of quantities of work involved, for each item in place in the unit indicated

Scope of Work

The selected vendor shall provide all materials, labor, equipment, and coordination necessary to supply granite block units as described below.

1. Material Requirements

- **Granite Type:** Locally sourced or regionally available granite consistent in appearance with Rhode Island or New England gray granite (e.g., Woodbury, Chelmsford Gray, or equal).
- Color: Uniform medium gray tone; no significant veining, spotting, or discoloration.
- Finish:
 - o Exposed faces: Rock face and sandblast as shown on the plan.
 - Top seating surface: Sandblast.
 - o 1/2" radius edge, sandblast.

2. Dimensional Requirements

- (3) 1'6" x 1'6" x 1'6"
- (6) 3' x 1'6" x 1'6"
- (7) 6' x 1'6" x 1'6"

3. Fabrication and Quality Control

- All edges to be square, true, and free from chips or irregularities.
- Fabrication shall occur after shop drawings and material samples have been approved by the City of Providence Parks Department.
- Vendor shall provide mockups or representative samples upon request.
- Each unit shall be packaged and protected to prevent damage during shipping and handling.

4. Delivery

- Delivery shall be made to the Providence Parks Department.
- Vendor shall coordinate delivery time and access with the Providence Parks Department.
- Vendor is responsible for unloading assistance if required.
- The City reserves the right to reject damaged or nonconforming materials upon delivery.

Installation will be carried out by the Providence Parks Department and is not part of this solicitation.

Proposed Schedule:

Milestone:

RFP Issued	Monday November 17, 2025
Questions Due	Friday December 05, 2025
Responses Due	TBD Prior to December 11, 2025
Proposals Due	Monday December 15, 2025
Vendor Selection and Notice of Award	TBD
Shop Drawings and Sample Submittal	Within 10 business days of award
Fabrication	10-12 weeks after submittal approval
Delivery to Site	Within 12 weeks of contract execution

Evaluation Criteria

Proposals will be evaluated on the following criteria:

Material Quality and Compliance	Adherence to specified granite type, finish, and dimensional	
(30%)	accuracy.	
Experience and References (25%)	Demonstrated experience in supplying similar granite products for municipal, park, or institutional projects.	
Pricing (25%)	Competitive unit pricing, including delivery and handling costs.	
Delivery Timeline (10%)	Ability to meet the City's proposed project schedule.	
Local or Certified Vendor Preference (10%)	Local vendors and certified MBE/WBE suppliers will receive preference in scoring.	

Submittal Requirements

- Completed proposal form and pricing sheet.
- Material samples or photographs of proposed granite type.
- Shop drawings indicating dimensions, finish locations, and labeling system.
- References for at least three similar projects completed within the past five years.

All Work Included in this Project Shall be Completed for the lump sum of:				
	Dollars			
(\$), TOTAL BASE BID			
	ve is not intended to include all items required to complete the base bid scope of wor			
but can and shall be use	to adjust the contract prior to or after award – in the best interest of the City o			
Providence				

Proviaence.

Cost Proposal

BIDDER:	
UNIT PRICES – BASE BID:	
1. 1'6" x 1'6" x 1'6" Granite Block	
	EA \$
price in writing	
2. 3' x 1'6" x 1'6" Granite Block	
	EA s
price in writing	
3. 6' x 1'6" x 1'6" Granite Block	FΛ s
price in writing	
Please note that the list above is not intended to include all items required to combut can and shall be used to adjust the contract prior to or after award – in the Providence.	
BIDDER:	

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 <u>NOT</u> 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.

<u>All bids submitted to the City Clerk become public record</u>. 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 SUPPLYCITY 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

Revised: 4/29/2023



BOARD OF CONTRACT AND SUPPLYCITY 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.