



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

# **REQUEST FOR QUALIFICATIONS**

**Item Description: MINOR CONSTRUCTION RENOVATIONS & ON-CALL TRADE SERVICES –  
THREE-YEAR CONTRACT WITH TWO ONE-YEAR OPTIONS FOR RENEWAL (OPEN ENROLLMENT)**

**Procurement/MinuteTraq #: 53527**

**First opening date: 6/29/2026, this is an open enrollment – bids will remain in the agenda**

**Issuing Department: Public Property/Purchasing**

## **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: Alejandro Tirado, Director of Purchasing, [atirado@providenceri.gov](mailto:atirado@providenceri.gov)

## **Pre-submission Conference**

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

**Deadline for question submissions:** Open enrollment.

## INSTRUCTIONS FOR SUBMISSION

**Meeting Date: 6/29/2026**

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.

## **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.***

## **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.)

**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

**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

**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

## 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):

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 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.			
<b>Prime Contractor/Vendor Signature</b>	<b>Title</b>	<b>Date</b>	

## **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.

# Request for Qualifications (RFQ)

## Minor Construction Renovations & On-Call Trade Services (Open Enrollment)

### 1. INTRODUCTION

#### 1.1 Purpose

The City of Providence (“City”) is seeking to establish a **pre-qualified pool of licensed contractors** to provide **minor construction renovation and on-call trade services** across City-owned and operated facilities.

This Request for Qualifications (RFQ) is intended to identify firms with the necessary **experience, capacity, and qualifications** to perform work on a **task order basis**.

#### 1.2 Background

The City requires responsive, qualified contractors to perform ongoing repairs, renovations, and improvements in a timely and cost-effective manner. This RFQ establishes a **flexible contracting mechanism** to support operational needs while maintaining compliance with procurement laws and governance requirements.

### 2. CONTRACT STRUCTURE

- **Type:** Request for Qualifications (RFQ) – Pre-Qualified Vendor Pool
- **Award:** Multi-award (multiple contractors)
- **Term:** Three (3) years with two (2) optional one-year renewals
- **Work Assignment:** Task Order / Work Authorization

The City reserves the right to add vendors through **open enrollment** during the contract term.

### 3. SCOPE OF WORK

The Contractor shall provide all labor, materials, supervision, equipment, and incidentals required to perform **minor construction and renovation services**, including but not limited to:

#### 3.1 Core Trades

- Carpentry
- Masonry
- Painting
- Plastering

#### 3.2 Additional Services

- Interior/exterior repairs
- ADA modifications
- Door repairs
- Flooring replacement
- Acoustical ceiling
- Framing drywall and finishing work
- Surface preparation and coatings
- Minor structural repairs
- Historical restoration (if applicable)

#### 3.3 General Requirements

Contractors shall:

- Maintain qualified and licensed personnel
- Provide all tools and equipment
- Read and interpret plans and specifications
- Coordinate with City staff
- Restore all work areas to original condition
- Properly dispose of debris
- Maintain accurate records of work performed
- Coordinate with police detail and street closure as needed

### **3.4 Work Authorization**

- All work must be **approved in writing** by the City prior to commencement
- Unauthorized work shall not be compensated
- Contractors are responsible for damages resulting from unauthorized work

## **4. PROJECT THRESHOLD & PROCUREMENT REQUIREMENTS**

### **4.1 Task Order Threshold**

This contract may be used for projects **up to \$150,000 per individual project**.

### **4.2 Projects Exceeding Threshold**

Projects expected to exceed \$150,000:

- Shall not be performed under this contract
- Must be procured through a **separate competitive solicitation** (IFB or RFP)

### **4.3 Exceptions**

Exceptions require:

- Written justification by the Purchasing Director; and
- **Prior approval by the Board of Contract and Supply**

### **4.4 Anti-Circumvention**

The City prohibits dividing projects to avoid the \$150,000 threshold. Violations may result in contract termination or disqualification.

### **4.5 Aggregation Rule**

Related projects (scope, location, or timing) shall be considered a **single project** for threshold purposes.

## **5. SERVICE DELIVERY METHODS**

### **5.1 Lump Sum Projects**

- Contractor shall provide itemized quotes (labor, materials, equipment)
- Site visits required (no cost)

### **5.2 Time & Materials (T&M)**

- Used when scope is undefined
- Not-to-exceed (NTE) required
- Maximum markup: **10%**
- Detailed cost breakdown required

## **6. PREVAILING WAGE REQUIREMENTS**

All work shall comply with **Rhode Island Prevailing Wage Law (RIGL §37-13-1 et seq.)**.

Contractors must:

- Pay prevailing wages
- Submit certified payroll records
- Maintain weekly and monthly payroll documentation
- Comply with overtime requirements
- Ensure OSHA 10 certification where required

## **7. SAFETY & SITE CONDITIONS**

Contractors shall:

- Comply with OSHA and all safety regulations
- Maintain safe, secure work sites
- Prevent disruptions to City operations
- Protect City property
- Provide PPE at all times
- Coordinate with police detail and street closure as needed

## 8. LICENSING & QUALIFICATIONS

Contractors must:

- Hold all required Rhode Island licenses
- Be registered with RI Secretary of State
- Demonstrate at least 5 years of relevant experience
- Provide references and project history

## 9. WARRANTY

### 9.1 General Warranty

The Contractor shall warrant that all labor, materials, equipment, and workmanship provided under this contract shall be:

- Of **good quality**,
- Free from defects, and
- In full compliance with all applicable codes, standards, specifications, and industry best practices.

Unless otherwise specified in writing by the City, all work shall carry a **minimum warranty period of twelve (12) months** from the date of final acceptance by the City.

### 9.2 Materials and Equipment

All materials and equipment furnished shall be:

- New (unless otherwise approved in writing by the City),
- Suitable for their intended purpose, and
- Installed in accordance with manufacturer specifications

Any manufacturer warranties exceeding the 12-month period shall be:

- Transferred to the City, and
- Fully documented and submitted upon project completion

### 9.3 Correction of Defective Work

If, within the warranty period, any defects in labor, materials, or workmanship are identified, the Contractor shall:

- Promptly correct such defects at no cost to the City;
- Respond within a timeframe specified by the City based on urgency; and
- Restore any affected work or property to acceptable condition.

Failure to correct defects within a reasonable timeframe may result in the City:

- Performing the corrective work using another contractor; and
- Back-charging all associated costs to the original Contractor.

### 9.4 Extended Responsibility

The warranty shall not limit the Contractor's liability for:

- Latent defects,
- Code violations, or
- Work that fails to meet contract requirements

The Contractor remains responsible for the integrity of the work beyond the warranty period where defects are attributable to negligence, non-compliance, or improper installation.

### 9.5 Warranty Documentation

Upon completion of each project, the Contractor shall provide:

- Written warranty documentation;
- Manufacturer warranty certificates (if applicable); and
- Maintenance instructions, if required.

Failure to provide warranty documentation may delay final payment.

## 10. SUBMISSION REQUIREMENTS

Vendors must submit:

- Completed Vendor Qualification Assessment Form

- Company experience documentation
- Project history (minimum 3 projects)
- References (minimum 3)
- Copies of licenses (after bid opening)
- Certifications (if applicable, after bid opening)

**11. EVALUATION PROCESS**

Evaluation will be conducted on a Pass/Fail basis.

Criteria	Evaluation
Licensing	Pass/Fail
Experience	Pass/Fail
References	Pass/Fail
Certifications	Pass/Fail
<b>Compliance (all forms)</b>	<b>Pass/Fail</b>

Vendors must pass all categories to be included in the pre-qualified pool.

**12. CONTRACT ADMINISTRATION**

- Work will be issued via **Task Orders**
- Contractors must maintain:
  - Time logs
  - Work orders
  - Cost documentation
- Payment subject to approval and verification

**13. TERMS & CONDITIONS**

**13.1 Clarifications (Non-Substantive)**

The City may request written clarifications from respondents for the sole purpose of:

- Understanding information already submitted;
- Resolving minor ambiguities, inconsistencies, or clerical errors; or
- **Confirming compliance with submission requirements**

Such clarifications:

- **Shall not result in a material or substantive change** to the respondent’s submission;
- **Shall not permit the submission of new qualifications, experience, or information that would alter the competitive standing of the respondent,** and
- Shall be requested when applicable, in a manner that ensures **fair and equal treatment of all similarly situated respondents.**

Failure to respond to a clarification request within the timeframe specified by the City may result in a determination based on the original submission or disqualification.

**13.2 Rejection of Submissions and Waiver of Informalities**

The City reserves the right to:

- Reject any or all submissions, in whole or in part, when it is determined to be in the best interest of the City;
- Reject submissions that are incomplete, non-responsive, or fail to meet minimum qualification requirements; and
- Waive minor informalities, irregularities, or technical defects in submissions, provided that such waiver:
  - Does not affect the **substance of the submission**;
  - Does not prejudice the rights of other respondents; and
  - Does not provide a **competitive advantage** to any respondent.

A “minor informality” is defined as a matter of form rather than substance that:

- Is merely a procedural or clerical issue; and
- Can be corrected or waived without affecting price, quality, quantity, delivery, or the competitive standing of respondents.

The City shall exercise the rights in a manner consistent with:

- Principles of **fairness, transparency, and equal treatment**; and
- Applicable federal, state, and local procurement requirements.

### **13.3 Cooperative Purchasing**

Other governmental and quasi-governmental entities may utilize this Contract subject to:

- Separate purchase orders
- No financial liability to the City
- Ceiling pricing enforcement
- No scope expansion
- Compliance with their own procurement laws

Cooperative usage shall not extend beyond the City's Contract term.

The City retains audit rights.

### **13.4 Termination**

The City reserves the right to terminate the contract:

- **For Convenience:** At any time, without cause, upon written notice to the contractor.
- **For Cause/Breach:** If the contractor fails to perform in accordance with contract terms, including compliance with specifications, timelines, or applicable laws.
- **For Non-Appropriation of Funds:** If funding is not appropriated or becomes unavailable. Upon termination, the contractor shall be compensated for authorized work satisfactorily completed up to the termination date, but no further claims shall be allowed.

## SUPPLEMENTAL INFORMATION

If the issuing department for this RFQ 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.
- **Copy of trade license and/or registration**



**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 Qualifications (“RFQ”) 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 RFQ, 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 RFQ or, if none is required in the RFQ, 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.