



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

REQUEST FOR PROPOSALS

Item Description: Recovery in the Parks; One Year Contract with Two One Year Extension Options

Procurement/MinuteTraq #: 54401

Date to be opened: 10/19/2026

Issuing Department: Housing & Human Services

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.
 - Email: purchasing@providenceri.gov
 - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 10-11) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - 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:
 - Name: Rachel Ferrara, DSW
 - Title: Human Services Division Director
 - Email Address: RFerrara@providenceri.gov

Pre-submission Conference

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

Deadline for questions submissions: 10/02/2026

INSTRUCTIONS FOR SUBMISSION

<u>Meeting Date: 10/19/2026</u>
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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**

****PLEASE NOTE:** This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is NOT requested to be provided in your initial bid by design.

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

BID PACKAGE CHECKLIST

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

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

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

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

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

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

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

NOTICE TO VENDORS

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

BID TERMS

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

The following entry applies only for COMMODITY BID TERMS:

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

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

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

BID FORM 1: Bidders Blank

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

Name of Bidder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

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

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

Delivery Date (if applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: _____

Total Amount in Figures*: _____

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

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title

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

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

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

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

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

this _____ day of _____ 20____.

Signature of Representation

Printed Name

BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

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

understanding that:

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

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

this _____ day of _____ 20_____.

Signature of Representation

Printed Name

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) 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 Participation Plan

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

Bidder's Name:					
Bidder's Address:					
Point of Contact:					
Telephone:					
Email:					
Procurement #:					
Project Name:					
Which one of the following describes your business' status in terms of Minority and/or Woman Owned Business Enterprise certification with the State of Rhode Island? (Check all that apply).	☐ MBE ☐ WBE ☐ Neither MBE nor WBE				
This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements). • Nonprofit organizations are not required to complete the rest of this form. • Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office					
Name of Subcontractor/Supplier:					
Type of RI Certification:	☐ MBE ☐ WBE ☐ Neither				
Address:					
Point of Contact:					
Telephone:					
Email:					
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP					
Total Contract Value (\$):		Subcontract Value (\$):		Participation Rate (%):	
Anticipated Date of Performance:					
I certify under penalty of perjury that the forgoing statements are true and correct.					
Prime Contractor/Vendor Signature			Title		Date
Subcontractor/Supplier Signature			Title		Date

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

MBE/WBE Waiver Request Form

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

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

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

Prime Bidder: _____ Contact Email and Phone _____
Company Name, Address: _____ Trade _____
Project /Item Description (as seen on RFP): _____

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

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

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

Signature of Prime Contractor /
or Duly Authorized Representative

Printed Name

Date Signed

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

Printed Name of City of Providence
MBE/WBE Outreach Director

Date Signed

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

Recovery in the Parks Implementation One-Year Contract with Two One-Year Extension Options

The City of Providence's Department of Housing & Human Services (HHS) seeks an organization or collective to implement the *Recovery in the Parks* model from January 1, 2027 to December 31, 2027, with two one-year extension options. This request is part of the City of Providence's Overdose Prevention Strategy, for which HHS is the implementation lead and which is funded by the City of Providence's Opioid Settlement Funds.

Questions about this RFP should be directed to Rachel Ferrara, DSW, Human Services Division Director, at rferrara@providenceri.gov. Questions must be submitted in writing by 10/02/2026. Questions will be answered via a publicly posted addendum on 10/05/2026.

Background Information

The City of Providence Department of Housing & Human Services shall seek to improve the lives and living conditions of the City's low- and moderate-income residents. The Department shall support community-based strategies that build strong, vibrant, and stable neighborhoods, enhance opportunity and public health, and provide quality affordable housing throughout the City.

The Opioid Overdose Epidemic continues to affect the City of Providence disproportionately. In 2025, 81 individuals lost their lives to opioid overdoses in Providence. The rate of overdose fatalities in Providence has been the second highest in the State since 2017, except for 2018, when it was the highest in Rhode Island¹. Unfortunately, each life lost is a loved one, family member, or friend and preventable death.

During that same period, 2017-2025, there were reports of over 4,389 non-fatal overdoses in the City of Providence. In 2025, 368 non-fatal overdoses occurred, accounting for over 32% of statewide non-fatal overdoses;² Providence is home to 17% of Rhode Island's total population³. Additional risks and harms are associated with substance use disorder that impacts individuals, families, and the Providence community. The City of Providence is committed to implementing a comprehensive strategy to reduce overdose deaths and substance use-related harms.

The City of Providence Overdose Prevention Strategy aims to de-escalate substance-related harms, especially overdose, across the continuum of opioid risk using the framework below:

Guiding Principles:

1. Advance Health Equity
2. Address Social Determinants of Health
3. Build Community Capacity and Empowerment
4. Increase Coordination & Collaboration
5. Enhance Data-Driven Decision-Making

Strategic Priorities:

1. Promotion
2. Prevention
3. Rescue/Harm Reduction

¹ Rhode Island Department of Health. (updated July 2026). *Municipal Rate of All Drug Involved Fatal Overdose by Year (Incident Municipality)*. <https://ridoh-drug-overdose-surveillance-osmedashboard-rihealth.hub.arcgis.com/>

² Rhode Island Department of Health. (2026). *Non-Fatal Opioid Overdose-Related Emergency Medical Services Runs*. <https://ridoh-drug-overdose-surveillance-emsdashboard-rihealth.hub.arcgis.com/>

³ United States Census. (2020)

4. Treatment
5. Recovery

This funding opportunity aligns with the Recovery strategic priority:

Increase recovery programming by implementing activities across multiple pathways of recovery; prioritize whole health and wellness. Collaborate with people with lived experience to build community and social connectedness for individuals at every stage of recovery.

Despite the recent decline in overdose fatalities, the crisis continues to disproportionately impact Providence, where systemic health inequities and a high density of substance-related harm persist⁴. While harm reduction and evidence-based clinical interventions like Medication-Assisted Treatment (MAT) are vital for reducing mortality, only one in four individuals who need treatment receive it, often due to structural barriers such as homelessness, transportation challenges, and fragmented care systems⁵. Furthermore, clinical strategies alone have shown limited impact on long-term recovery retention, reinforcing the need for non-clinical, community-based solutions that address the social and environmental conditions of the "whole person"⁶. Central to these challenges is the pervasive barrier of stigma, both community-level and internalized, which excludes individuals from public life and discourages help-seeking. Significant gaps remain in providing holistic, low-barrier recovery supports that move beyond traditional clinical settings to foster social reintegration and diverse recovery pathways.

The *Recovery in the Parks* model aims to transform parks into peer-led catalysts for building Recovery Capital through diverse, low-barrier activities such as recreational sports, skill-building, outdoor hobbies, social connection, and cultural celebrations. Rooted in the belief that recovery should be accessible to all, the program builds Recovery Capital through community capital by leveraging existing community assets to reduce Negative Recovery Capital and maximize opportunities to build social and personal capital needed to thrive and contribute to overall community well-being. *Recovery in the Parks* is built on two core beliefs. First, recovery is not simply about abstaining from substance use—it is a dynamic, ongoing process of gaining resources, skills,

⁴ Park, J. N., Rouhani, S., Beletsky, L., Vincent, L., Saloner, B., & Sherman, S. G. (2020). Situating the continuum of overdose risk in the social determinants of health: A new conceptual framework. *The Milbank Quarterly*, 98(3), 700–746. <https://doi.org/10.1111/1468-0009.12470>.

⁵ Chhatwal, J., Mueller, P. P., Chen, Q., Kulkarni, N., Adey, M., Zarkin, G., Larochelle, M. R., Knudsen, A. B., & Barbosa, C. (2023). Estimated reductions in opioid overdose deaths with sustainment of public health interventions in 4 US states. *JAMA Network Open*, 6(6), e2314925–e2314925. <https://doi.org/10.1001/jamanetworkopen.2023.14925>

Substance Abuse and Mental Health Services Administration. (2024a). Key substance use and mental health indicators in the United States: Results from the 2023 National Survey on Drug Use and Health (HHS Publication No. PEP24-07-021, NSDUH Series H-59). Center for Behavioral Health Statistics and Quality, Substance Abuse and Mental Health Services Administration. <https://www.samhsa.gov/data/report/2023-nsduh-annual-national-report>.

Cernasev, A., Hohmeier, K. C., Frederick, K., Jasmin, H., & Gatwood, J. (2021). A systematic literature review of patient perspectives of barriers and facilitators to access, adherence, stigma, and persistence to treatment for substance use disorder. *Exploratory research in clinical and social pharmacy*, 2, 100029. <https://doi.org/10.1016/j.rcsop.2021.100029>.

⁶ Stringfellow, E. J., Lim, T. Y., Humphreys, K., DiGennaro, C., Stafford, C., Beaulieu, E., Homer, J., Wakeland, W., Bearnot, B., McHugh, R. K., Kelly, J., Glos, L., Eggers, S. L., Kazemi, R., & Jalali, M. S. (2022). Reducing opioid use disorder and overdose deaths in the United States: A dynamic modeling analysis. *Science Advances*, 8(25), eabm8147–eabm8147. <https://doi.org/10.1126/sciadv.abm8147>.

Ashford, R. D., Brown, A. M., Ryding, R., & Curtis, B. (2020). Building recovery ready communities: the recovery ready ecosystem model and community framework. *Addiction Research & Theory*, 28(1), 1–11. <https://doi.org/10.1080/16066359.2019.1571191>.

and resilience to grow and reach one's full potential⁷. Second, recovery is both relational and environmental; it flourishes in communities where people feel connected, valued, and included⁸.

This funding opportunity seeks to reduce the incidence of overdose and other adverse substance-related outcomes in the City of Providence by improving community well-being that creates conditions that support sustained recovery for all. This will be achieved through increasing collective Recovery Capital through its three interrelated domains:

1. Community Capital: Inclusive, low-barrier environments that reduce stigma and social exclusion (negative recovery capital decreases). Increased access to community assets.
2. Social Capital: Peer connections and mutual support networks built – time spent with like-minded individuals
3. Personal Capital: Reduced internalized stigma. Meaningful activities and leadership opportunities. Increased skills, confidence, and resilience.

Scope of Work

In its efforts to address the opioid overdose crisis and other substance-related harms, the City of Providence Department of Housing and Human Services (HHS) seeks an organization or collective to implement the *Recovery in the Parks* model. Applicants must address the following tasks and activities, but are encouraged to provide innovation and creativity in the implementation. Applicants may propose additional tasks and activities that strengthen implementation:

Task 1: Develop a mechanism to ensure that people with lived experience guide the implementation, oversight, and continuous improvement of *Recovery in the Parks*. Activities may include, but are not limited to:

- Regularly solicit feedback from people with lived experience on implementation and continuous quality improvement. This may be in the form a steering committee, leveraging existing coalition/taskforce/groups, and/or any other feedback mechanism
- Integrate feedback into program operations and planning.

Deliverables:

- Documentation of selected feedback mechanism
- Documentation of changes made based on feedback received

Task 2: Recruit, train, and support Peer Leaders to build and sustain a diverse cohort of peer leaders to facilitate park-based activities. Activities may include, but are not limited to:

- Develop Standard Operating Procedures for peer leader applications, screening, onboarding, and ongoing support
- Recruit Peer Leaders from diverse backgrounds, including individuals with lived experience of recovery who are currently Certified Peer Recovery Specialists and those who are not.

⁷ Best, D., & Colman, C. (2019). Let's celebrate recovery. Inclusive Cities working together to support social cohesion. *Addiction Research & Theory*, 27(1), 55–64. <https://doi.org/10.1080/16066359.2018.1520223>

Best, D., Duffy, S., Smith, D., Bryson, J., & White, B. (2025). An “outside in” model of recovery capital growth: building personal and social recovery capital from community resources. *Addiction Research & Theory*, 1–11. <https://doi.org/10.1080/16066359.2025.2523825>

Substance Abuse and Mental Health Services Administration. (2024b September 5). *Recovery and Recovery Supports*. Substance Use. <https://www.samhsa.gov/substance-use/recovery>.

⁸ Best, D., & Colman, C. (2019). Let's celebrate recovery. Inclusive Cities working together to support social cohesion. *Addiction Research & Theory*, 27(1), 55–64. <https://doi.org/10.1080/16066359.2018.1520223>

Best, D., Duffy, S., Smith, D., Bryson, J., & White, B. (2025). An “outside in” model of recovery capital growth: building personal and social recovery capital from community resources. *Addiction Research & Theory*, 1–11. <https://doi.org/10.1080/16066359.2025.2523825>

- Provide appropriate onboarding and training in recovery capital, trauma-informed practices, and facilitation skills.
- Offer ongoing supervision, mentorship, and stipends or incentives

Deliverables:

- Peer Leader recruitment plan and training curriculum.
- Documentation of training completion and support meetings.

Task 3: Engage individuals in recovery through inclusive and engaging recruitment and retention. Activities may include, but are not limited to:

- Partner with community groups and organizations to promote programming.
- Use multiple outreach and marketing methods to increase reach
- Implement engagement tools, such as gamification elements, to encourage repeat and diverse participation.

Deliverables:

- Participant outreach and engagement plan.
- Monthly participation tracking reports.

Task 4: Deliver inclusive, peer-led programming in Providence parks that builds personal, social, and community Recovery Capital. Activities may include, but are not limited to:

- Develop Standard Operating Procedures, including but not limited to an opening agreement for all participants, those needed to ensure the safety of participants and peer leaders, incident reporting, and communicating cancellations.
- Ensure all programming follows City of Providence parks rules, including but not limited to hours of operation and the tobacco-free parks policy
- Ensure all programming is not in conflict with other parks' programming and schedules
- Organize programming such as recreational sports, nature-based activities, games, arts activities, wellness, skill-building, outdoor hobbies, social connection, and cultural celebrations.

Deliverables:

- Calendar of events and activity descriptions.
- Attendance logs and participant feedback summaries.

Task 5: Coordinate with the City of Providence Department of Housing & Human Services to measure program impact and support data-driven decision-making. With support from HHS, activities include:

- Administer the *Brief Assessment of Recovery Capital (BARC-10)* or similar tool to measure participant and peer leader outcomes at regular intervals.
- Regularly collect and analyze feedback from participants and Peer Leaders for ongoing program improvement.

Deliverables:

- Quarterly progress reports with outcome data.
- Final evaluation report summarizing key findings and recommendations.

Task 6: Strengthen the long-term sustainability of *Recovery in the Parks* through partnership development and resource alignment.

- Develop a sustainability plan identifying potential funding sources and partnerships.
- Identify policy or systems-level opportunities to integrate the model into programming.
- Present lessons learned to the Mayor's Coalition on Behavioral Health or other City forums.

Deliverables:

- Sustainability plan.
- Presentation materials summarizing implementation outcomes.

Successful proposals will align closely with the *Recovery in the Parks* model by centering trauma-informed, anti-stigma, and culturally competent practices while leveraging existing community assets, such as parks, peer leaders, and neighborhood partnerships, to expand low-barrier recovery supports. Proposals should demonstrate a commitment to inclusion and accessibility for participants at all stages of recovery through flexible, community-adapted programming. Applicants are expected to foster collaboration among municipal, clinical, and grassroots partners to reduce silos and strengthen recovery ecosystems, while meaningfully engaging people with lived experience as core partners in implementation, decision-making, and evaluation. Finally, successful proposals will outline strategies that advance sustainability and systems change by normalizing recovery in public spaces, reducing stigma, and improving long-term community well-being.

Required Key Performance Indicators

- Number of Peer Leaders recruited, trained, and retained.
 - Number and types of Recovery in the Parks activities delivered (e.g., recreation, skill-building, cultural events).
 - Number of unique participants engaged in programming.
 - Number of partner organizations collaborating in program delivery.
 - Participant attendance frequency and engagement across activities.
 - Number and percentage of participants completing feedback or satisfaction surveys.
 - Qualitative feedback from participants and peer leaders on accessibility, inclusion, and impact.
- Outcomes
- Number of Recovery Capital assessments (e.g., BARC-10) distributed and completed.
 - Change in average Recovery Capital scores among participants' peer leaders versus time participating in the program

Contract Administration

The awarded organization will be required to:

- Submit reimbursement invoices to HHS accompanied by detailed back-up documentation to substantiate expenses incurred on an agreed upon schedule.
- Submit quarterly progress reports of key performance indicators, other metrics developed in collaboration with HHS, key achievements, progress on objectives, success, barriers and outcomes in an approved format.
- Submit final evaluation reports with key performance and outcome measures, success, barriers, and recommendations for the future
- Present to the Mayor's Coalition on Behavioral Health (if requested)
- Attend additional program-related meetings with HHS staff and other partners.

The City of Providence will:

- Process payment upon receipt of invoices
- Schedule and facilitate monthly project management calls
- Serve as a liaison between the grantee and the Parks Department
- Provide technical assistance and evaluation, including but not limited to data templates, data collection tools, reporting templates, and hands-on assistance from the Department of Housing & Human Services Data & Evaluation Manager.

Baseline Program Expectations

To support fair evaluation and successful implementation, applicants should design proposals that meet or exceed the following baseline expectations. These are intended as planning guardrails rather than rigid requirements; applicants may propose alternative approaches if clearly justified.

- Program Footprint
 - Programming should occur in multiple Providence parks (suggested baseline: 3-5 parks)
 - Applicants should identify:
 - The specific parks proposed (or parks selection strategy if not finalized)
 - Rationale for park selection (accessibility, community need, partnerships, safety)
- Program Frequency and Duration
 - Program is expected to occur on a regular and predictable basis (suggested baseline: 8-12 activities per month)
 - Applicant should describe:
 - Anticipated number of events per month
 - Seasonal adjustments and weather contingency planning
- Peer Leader Capacity
 - Applicant should propose a reasonable Peer Leader – participant ratio that ensures (suggested baseline: 6-10 Peer Leaders):
 - Safety
 - Meaningful engagement
 - Adequate supervision
 - Peer leaders may be certified or non-certified, but applicants should clearly describe:
 - Training approach
 - Supervision structure
 - Compensation or incentives (if applicable)
- Participant Reach (Year 1)
 - Applicant should propose:
 - A target number of unique participants (suggested baseline: 100-150 participants)
 - Expected repeat participation rate
 - Targets should be justified based on:
 - Organizational capacity
 - Partnerships
 - Proposed programming intensity

Timeline

- Anticipated Award Date: November 16, 2026
- Anticipated Project Start: January 1, 2026
- Length of the Project: One-Year; with two one-year extension options

Eligibility

The Department of Housing & Human Services seeks applications from qualified organizations or collectives located in or primarily serving Providence. The awarded organization will have the capacity to carry out the above scope of work, including:

- Ability to provide trauma-informed, anti-racist, anti-stigma, gender-affirming, culturally competent services.
- Demonstrated understanding of building Recovery Capital and commitment to the *Recovery in the Parks* model.

- Be in good standing with the Secretary of State and must be current to the City on any loan, contractual, or tax obligation as due, and with any rules, regulations, or provisions on any existing or past City contracts.

Funding Availability

The Department of Housing & Human Services anticipates awarding a single (1) contract for an estimated total of \$175,000. However the City reserves the right to:

- Award the contract in whole or in part;
- Award specific tasks or components to one or more proposers
- Negotiate scope and budget adjustments considered consistent with the intent of this RFP; or
- Make no award if deemed in the best interest of the City

If partial or multiple awards are made, the City will negotiate the final scopes, deliverables, and budgets prior to contract execution.

Pending available funding and at the discretion of Housing & Human Services, this contract may be renewed annually through two one-year extension options.

Funding Decision

Funding for this program is limited. Applications that meet all general guidelines and requirements may not necessarily receive an award. The City may fund a project for the full amount requested, less than the full amount, or not at all. There are no requirements or expectations that the City must award all funds via this solicitation. The City reserves the right to postpone or cancel this solicitation if it deems it to be in the best interests of the City to do so. The City reserves the right to waive any technical or formal errors or omissions.

The City reserves the right to award the full contract to one proposer, split the award among more than one proposer, award a partial contract for specific tasks outlined in this RFP, award no contract, and/or to re-release this RFP as it deems in the best interest of the City of Providence. Additionally, this award is not a guarantee or a promise of business. Pending available funding and at the discretion of Housing & Human Services, this contract may be renewed annually through two one-year extension options.

Successful applicants shall be in complete compliance with all of the specifications, terms, and conditions of this solicitation and related programs. The Department of Housing & Human Services shall have the right to inspect the facilities and equipment of the successful application to ensure such compliance. The City shall not be liable for any costs incurred in the preparation of proposals or for any work performed in connection therein. Applicants must be current to the City on any loan, contractual, or tax obligation as due, and with any rules, regulations, or provisions on any existing or past City contracts.

Bids will be declared ineligible if awarded score is less than 75 points in total based on the evaluation rubric (see Evaluation Criteria), or:

- less than 20 on Project Design & Implementation,
- less than 5 on Evaluation Plan
- less than 16 on Trauma-Informed, Anti-Racist, Anti-Stigma, Gender-Affirming, Culturally Competent Approach, or
- less than 20 on Organizational Experience

Proposal Materials

1. **Contact Information:** Individual or organization name, address, phone, and email. If applying as a collaborative, please identify a lead applicant and provide the information for each partner organization.
2. **Proposal Narrative (maximum 10 pages, single-spaced):**
 - a. Goals & Objectives: Outline goals and objectives of the *Recovery in the Parks* implementation. Objectives should be written in the SMART format (Specific, Measurable, Attainable, Realistic, and Time-limited).
 - b. Work Plan Proposal: Describe how your organization will implement the required program components and any enhancements to strengthen the Recovery in the Parks model
 - c. Anticipated Reach: Describe your strategy for achieving meaningful reach and sustained engagement across diverse communities in Providence. Propose realistic targets for unique participants and return rate based on your organizational capacity, partnership network, and implementation timeline.
 - d. Evaluation Plan: Describe your approach to process and outcome evaluation, including how you will collect and report on required key performance indicators and use a validated tool to measure Recovery Capital. Outline your plan for continuous learning through participant and community feedback. Include efforts to maintain confidentiality and privacy.
 - e. Trauma-Informed, Anti-Racist, Anti-Stigma, Gender-Affirming, Culturally Competent Approach: Demonstrate an understanding of the systemic barriers and diverse needs of underserved populations. Describe how services will be delivered using equitable, culturally responsive, and affirming practices, and outline specific strategies to advance health equity.
 - f. Organizational Experience: Describe the organization's experience with projects of a similar scope and size. Include the roles and qualifications of all relevant organization staff.
3. **Timeline:** On a separate sheet include the proposed timeline of work, including option years 1 and 2.
 - a. While the primary evaluation will focus on Year 1 implementation, proposed timelines for option years may be considered for feasibility, sustainability and long-term planning readiness.
4. **Resumes:** Provide resumes of all relevant lead organization staff. Include copies of any certifications, credentials, or documentation of experience, as appropriate. Please do not submit original documents.
5. **Letters of Commitment (required if applicable):** If applying as a collaborative, include signed letters of commitment from all partner organizations detailing their roles and responsibilities in implementing Recovery in the Parks.
6. **Letters of Support (optional but encouraged):** If partnering with organizations for referrals, outreach, programming collaboration, or other supportive functions, include letters demonstrating partnership commitment.
7. **Budget:** Applicants must submit a complete budget that clearly demonstrates how requested funds will be used to implement the proposed project. The budget should reflect costs that are reasonable, necessary, and directly related to the proposed project.
 - a. Detailed Line-Item Budget: In Excel format, provide a spreadsheet that includes costs and descriptions for allowable expenses. Include the projected budget for option years 1 and 2. Budget should be inclusive personnel, peer stipends, programming materials, outreach, and evaluation:
 - While the primary evaluation will focus on Year 1 implementation, proposed timelines for option years may be considered for feasibility, sustainability, long-term planning readiness.
 - b. Budget Narrative/Justification: Provide a narrative justification for each budget line item describing the purpose of the expense and how it supports the proposed project, the basis for cost estimate, why the expense is a reasonable and necessary
 - Applicants are encouraged to include, where feasible, estimated cost per participant and/or unit of service

- c. Other Funding Sources: If the requested funding does not cover the full cost of the project, identify all additional funding sources that have been secured or are anticipated, including the amount and funding status (secured or pending).
 - d. Fiscal Capacity: Confirm the organization's ability to manage reimbursement-based contracts, including its ability to accept a City purchase order and payment by check.
8. **Certificate of Good Standing**
9. **Supporting documents (optional, maximum 10 pages)**: Provide documents, links, communications materials, etc. that provide any relevant background information about the organization and experience with similar projects.

Evaluation Criteria

HHS will make recommendations to the Providence Board of Contract and Supply (BOCS). All applicants will be notified of the selection outcomes once BOCS has approved the award. Proposals will be evaluated using the evaluation rubric.

Bids will be declared ineligible if awarded score is less than 75 points in total based on the evaluation rubric outline below, or:

- less than 20 on Project Design & Implementation,
- less than 5 on Evaluation Plan
- less than 16 on Trauma-Informed, Anti-Racist, Anti-Stigma, Gender-Affirming, Culturally Competent Approach, or
- less than 20 on Eligibility & Organizational Experience

Evaluation Rubric

Technical Review Scoring	Total Points
Project Design & Implementation • Proposed reach targets are appropriate and achievable, with clear justification based on organizational capacity and community context. • Clearly defines and justifies the proposed objectives in alignment with the goals of <i>Recovery in the Parks</i> model. • Presents a detailed, feasible, and well-organized implementation plan that describes how all required components will be implemented. • Demonstrates an innovative and practical approach to strengthen the implementation of the program. • Provides a Year 1 timeline that is realistic, appropriately sequenced, and achievable, with thoughtful consideration of option years.	30
Evaluation Plan • Includes a clear evaluation plan that aligns with goals, strategies, and activities and proposes a tool or method to measure Recovery Capital. • Demonstrates compliance with all applicable local, state, and federal confidentiality and privacy requirements related to participant data collection and reporting. • Demonstrates a plan for continuous learning and improvement through participant feedback and community input.	10

Trauma-Informed, Anti-Racist, Anti-Stigma, Gender-Affirming, Culturally Competent Approach • Demonstrates a comprehensive understanding of how racism, stigma, and systemic inequities affect substance use and recovery. • Proposes actionable and culturally responsive strategies to engage, recruit, and retain diverse participants and peer leaders. • Demonstrated commitment to reducing stigma through increasing collective community recovery capital	20
Eligibility & Organizational Experience • Applicant is a qualified organization located in or primarily serving Providence • Demonstrated capacity to carry out the scope of work, including organizational and staff qualifications • Demonstrated success on past projects of similar scope and complexity • Resumes for staff were included • Letters of commitment from partnering agencies support the work plan (if applicable) • Certificate of good standing was included with the application	30
Budget Proposal & Bid Package Requirements • Presents a clear, justified, and cost-effective budget aligned with the <i>Recovery in the Parks</i> model. • Provide an estimated cost per participant, event or activity, where feasible. • Provides appropriate rationale for all line items. • Includes realistic funding timelines for Year 1 and projected budgets for option years that reflect appropriate planning and potential program growth. • Compliance with standard City bid requirements	10
Total Eligible Points	100

SUPPLEMENTAL INFORMATION

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

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

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

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

You must be able to provide:

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



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

CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

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



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

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

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

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

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