



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

INVITATION FOR BIDS

Item Description: GENERATOR MAINTENANCE, REPAIR, AND REPLACEMENT (THREE-YEAR CONTRACT WITH TWO ONE-YEAR OPTIONS

Procurement/MinuteTraq #: 54555

Date to be opened: 10/5/2026

Issuing Department: Public Property

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 related to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
 - Name: Anthony Alves, Deputy Director of Public Property, aalves@providenceri.gov
 - Nicholas Bibeault, Facilities Coordinator, nbibeault@providenceri.gov

Walkthrough(s)

A mandatory walkthrough will be held on **October 1, 2026, at 9:00 AM**. We will begin at City Hall, 25 Dorrance Street, in **Room 418 on the 4th Floor**. Afterward, we will proceed to PEMA at **591 Charles Street**, and conclude at the Fire Station located at **201 Messer Street**.

A sign-in sheet will be provided and must be completed at both the beginning and end of the walkthrough.

Deadline for question submissions: Interested bidders may submit questions **via email only**, no later than **October 13, 2026, by end of day**.

1. Purpose and Contract Intent

The City of Providence seeks one or more qualified contractors to provide scheduled preventive maintenance, inspection, testing, emergency and non-emergency repairs, and, when separately authorized, replacement of stationary standby generators, portable/mobile generators, light towers, transfer switches, trailers, and directly associated equipment. The contract is an indefinite-delivery, requirements-type arrangement; quantities and expenditures are estimates only, no minimum purchase is guaranteed, and no work may begin without written authorization and a purchase order or other City-approved ordering instrument.

Replacement is included to establish a competitively procured method for future needs. Inclusion does not authorize replacement, reserve funds, or obligate the City to purchase equipment. Each replacement remains subject to funding availability, site-specific review, and all required City approvals.

The IFB contains three separately awardable categories: Category A - Stationary Generator Systems; Category B - Portable/Mobile Generators; and Category C - Mobile Light Towers. A bidder may bid one, two, or all three categories. The City may award each category to a different responsive and responsible bidder under Section 13.

2. Contract Term and Award Structure

- Initial term: three years, with two one-year renewal options exercisable solely by the City. Start date: As soon as we have a fully executed contract. End date: June 30, 2029.
- Method of award: separate award by category to the responsive and responsible bidder with the lowest category-specific Evaluated Bid Price calculated strictly under Section 13. The evaluated quantities are used only for comparison and do not guarantee work.
- The City may establish a secondary award within a category, in evaluated-price order, if stated in the final Notice to Bidders. Replacement task orders will be competed separately as provided in Sections 7 and 13 and do not alter the base IFB ranking.
- Renewal pricing: bidders shall provide firm prices for the initial term and stated prices or a defined adjustment mechanism for each option year. Automatic renewals are prohibited.

3. Minimum Qualifications

1. At least three years of satisfactory experience maintaining and repairing commercial or institutional standby generator systems of comparable size and complexity.
2. Manufacturer-trained or demonstrably qualified technicians, adequate staffing, tools, diagnostic equipment, service vehicles, and access to replacement parts.
3. A staffed 24-hour contact method and ability to acknowledge emergency calls within 15 minutes and arrive on site within two hours, unless the City authorizes otherwise.
4. Capability to service the makes and sizes listed in the equipment schedule. Identify any limitations or proposed subcontractors.
5. For replacement work, demonstrated experience with turnkey generator projects, including electrical integration, automatic transfer switches, controls, permitting, startup, load-bank testing, and owner training.

6. For Categories B and C, demonstrated ability to service engine-driven mobile equipment and trailer-mounted systems, including towing components, running gear, masts, winches, lighting assemblies, receptacles, cables, grounding, and controls as applicable.
7. All licenses, registrations, certifications, OSHA training, insurance, and bonds required by law or the final contract. The City may verify qualifications before award.

4. Equipment Schedule

The schedule below reflects the most recent information at the time of issuing this solicitation. The City may add or remove facilities or equipment by written amendment or authorized contract action, subject to scope and ceiling.

Facility	Address	Make	Model	Rating	Data to verify
Public Safety Complex	325 Washington St	Caterpillar	3412	800 kW	Verify serial, fuel, ATS
Public Safety Complex	349 West Fountain St	Olympian	D50 P3	50 kW	Verify serial, fuel, ATS
Fire Station	426 Admiral St	Baldor	TS 80S	65 kW	Verify serial and ATS
Fire Station	776 Allens Ave	Baldor	TS 80S	65 kW	Verify serial and ATS
Fire Station	630 Atwells Ave	Baldor	TS 80S	65 kW	Verify serial and ATS
Fire Station	10 Branch Ave	Baldor	TS 80S	65 kW	Verify serial and ATS
Fire Station	847 Broad St	Baldor	TS 80S	65 kW	Verify serial and ATS
Fire Station	223 Brook St	Baldor	TS 80S	65 kW	Verify serial and ATS
Fire Station	489 Hartford Ave	Baldor	TS 80S	65 kW	Verify serial and ATS
Fire Station	201 Messer St	Baldor	TS 80S	65 kW	Verify serial and ATS
Fire Station	151 North Main St	Baldor	TS 80S	65 kW	Verify serial and ATS
Fire Repair Division	382 Dexter St	Baldor	TS 80S	65 kW	Verify serial and ATS
Public Works	30 Ernest St	Olympian	D100 P4	100 kW	Verify serial and ATS
City Hall	25 Dorrance St	Kohler	75ROZ81	75 kW	Verify serial, fuel, ATS
Communications	235 West Exchange St	Superior	150R131	150 kW	Verify serial, fuel, ATS

Facility	Address	Make	Model	Rating	Data to verify
Neutaconkanut Rec Center	675 Plainfield St	Generac	10938740200	100 kW	Serial 2102583
Municipal Facility	552 Academy Ave	Superior	361PSL1601	55 kW	Serial LM-424708-0706
Joseph A Doorley Jr. Municipal Building	444 Westminster St			150 kW	
PEMA	591 Charles St	Caterpillar	D100-6	100kW	Serial CAT00C44KD4B0 3080
PEMA	591 Charles St	Caterpillar	D100-6	100kW	Serial CAT00C44LD4B0 3037

4.1. Portable/Mobile Generator and Light-Tower Inventory

The schedule below reflects the most recent information at the time of issuing this solicitation. The City may add or remove facilities or equipment by written amendment or authorized contract action, subject to scope and ceiling.

Category	Asset/Location	Make/Model	Serial or VIN	Capacity/Engine	Hours / Condition
Portable/mobile generator	591 Charles St	MQ Power / Genset DCA - 25US12	S/N: 8103210	20kW, diesel, Three-phase output	TBD
Portable/mobile generator	1 Communications Place	MQ Power / Genset DCA - 25US12	S/N: 8103144	20kW, diesel, Three-phase output	TBD
Portable/mobile generator		MQ Power / Genset DCA - 25US12	S/N: 8103247	20kW, diesel, Three-phase output	TBD
Mobile light tower	591 Charles St	Magnum / MLT3060KMH	S/N: 089083	6kW, Diesel, 120V, Mitsubishi	TBD
Mobile light tower	591 Charles St	Magnum / MLT3060KMH	S/N: 089353	6kW, Diesel, 120V, Kubota	TBD
Mobile light tower	591 Charles St	Magnum / MLT3060KMH	S/N: 088540	6kW, Diesel, 120V, Kubota	TBD

5. Preventive Maintenance and Inspection

The contractor shall perform semiannual inspections and full-service preventive maintenance at the frequency shown in the pricing schedule. Work includes the generator set, engine, starting system, cooling, lubrication, fuel, air intake, exhaust, controls, annunciation, battery charger, louvers, remote radiator equipment, and automatic transfer switch. The contractor shall follow the current manufacturer recommendations and NFPA 110, where applicable, using the more stringent requirement when they differ unless the City approves an exception in writing.

- Before service: review operating history, alarms, prior deficiencies, and site safety conditions.
- During service: inspect, test, clean, lubricate, adjust, sample, and replace routine consumables included in the bid price; record readings and deficiencies.
- After service: restore all controls, breakers, valves, chargers, heaters, pumps, louvers, and related devices to their correct automatic/operating positions.
- Provide a site-specific electronic service report within three business days, and immediately report conditions that threaten life safety, reliability, or property.
- Do not perform corrective repairs beyond included maintenance without written authorization.

5.1. Three-Year Maintenance Items

Item	Required interval
Flush cooling system; install new coolant, hoses, and clamps	Year 2
Install applicable spark plugs, ignition cables, distributor cap, rotor, points, and condenser	Year 3; where applicable
One-hour resistive load-bank test at 100% rated load for each generator; provide report	Year 3

5.2. Semiannual and Annual Checklist

System	Minimum tasks
Lubrication	Oil and filters; waste disposal; crankcase breather; oil sample and report; heater, seals, gaskets, blow-by, oil level.
Cooling	Antifreeze and conditioner; clamps; hoses; belts; pulleys; radiator/heat exchanger; water pump; cap; jacket-water heater; coolant level.
Fuel	Filters/screens; water and sediment; day-tank alarms and pump; steel/flexible lines; priming pump; separator; leaks; governor oil; fuel level.
Starting	Battery specific gravity and voltage; voltage dip; terminals; cables; starter; electrolyte; charger; alternator; cranking termination.
Exhaust/intake	Flexible coupling; abnormal exhaust; manifolds and hardware; rain protection; traps; air cleaner, turbocharger, piping, indicators.
Operation	Cold start; record amps, volts, oil pressure, temperature, fuel pressure, frequency and kW; vibration; leaks; 10-second online capability; auxiliaries.

System	Minimum tasks
Controls / ATS	Terminals, relays, cleanliness, auto-start, safeties, pre-alarms, annunciator, instruments, governor, voltage regulator, exerciser, transfer and retransfer.
Completion	Return generator and all auxiliary systems to automatic service; document status, deficiencies, readings, parts, technician, date, arrival/departure times.

5.3. Portable/Mobile Generator Requirements

- Service the engine, alternator, controls, breakers, receptacles, distribution panel, batteries, charger, starting system, fuel system, exhaust, cooling, grounding equipment, cables, connectors, and protective devices.
- Inspect the trailer frame, tongue, hitch/coupler, jack, axle, suspension, tires, wheels, bearings, fenders, lights, reflectors, safety chains, breakaway system, registration plate mounting, and other road-safety components. Identify conditions that make the unit unsafe to tow.
- Perform operational and load-bank testing appropriate to the unit and document voltage, frequency, load, alarms, shutdowns, leaks, operating hours, and readiness for deployment.
- Inspect and service each unit after an extended or emergency deployment when requested. Transportation between City locations requires prior authorization and shall be separately itemized.

5.4. Mobile Light-Tower Requirements

- Service the engine, generator, electrical distribution, controls, breakers, receptacles, batteries, charging and starting systems, fuel, cooling, exhaust, and grounding components.
- Inspect and test the mast, winch, cables, pulleys, pins, locks, outriggers, leveling jacks, fixtures, lamps or LED modules, ballasts/drivers, wiring, weatherproof connections, guards, and safety labels.
- Inspect trailer running gear and towing components to the same minimum standard stated for portable/mobile generators.
- Raise, lower, rotate, secure, and functionally test the mast and all lighting positions. Confirm stability, automatic shutdowns where provided, and safe transport configuration.

6. Repairs and Emergency Service

- The contractor shall provide troubleshooting, diagnostics, repair, and restoration for generators, engines, alternators, controls, fuel systems, cooling systems, exhaust, batteries/chargers, automatic transfer switches, and directly associated auxiliary equipment.
- Except for immediate measures necessary to protect life or property, work requires a written itemized estimate and City authorization. Estimates shall identify labor hours by classification, parts, quantities, supplier cost, markup, equipment, subcontractors, freight, permits, taxes/fees, and schedule.
- Billing shall reflect actual time worked. No minimum labor charge or portal-to-portal travel charge is permitted unless separately bid and expressly accepted by the City. Invoices must state arrival/departure times and personnel classifications.
- Emergency response rates shall be priced in the bid schedule. Clearly identify straight-time, evening, Saturday, Sunday, and holiday rates. The prior solicitation conflict stating emergencies are at the usual rate is removed.

- Parts shall be OEM or City-approved equal. Parts markup shall be applied to documented net supplier cost, excluding sales tax and rebates/credits, and supported by supplier invoices upon request. No markup may be applied to another markup.
- The contractor shall notify the City when repair cost, availability, reliability, age, code compliance, or remaining useful life warrants a repair-versus-replacement analysis. The contractor may recommend replacement but may not proceed without separate authorization.

7. Optional Generator Replacement

Replacement is an optional, separately ordered service covering stationary generators, portable/mobile generators, light towers, transfer switches, trailers, and directly associated equipment. A replacement may be requested when an existing unit is failed, obsolete, unreliable, uneconomical to repair, undersized, code-deficient, unsafe, or otherwise approved by the City. Each replacement will begin with a City-issued written request for quotation or task-order request under the applicable award category.

A replacement task order may be issued under this contract only when its complete anticipated value is \$150,000 or less, including design, equipment, demolition, installation, permits, testing, allowances, alternates accepted at award, and all other associated costs. A replacement with an anticipated value greater than \$150,000 shall be procured through a separate solicitation unless a lawful emergency or other independently authorized procurement method applies. The contractor shall not divide, phase, or separately invoice one replacement requirement to avoid this threshold. The \$150,000 threshold is not a guarantee, appropriation, contract ceiling, or authority to proceed without the approvals stated in Section 8.

The City will classify each replacement as either (1) an equipment/supply purchase or (2) a replacement involving installation, alteration, or public-works construction. A self-contained portable generator or light tower delivered ready for use may be treated as an equipment purchase. A stationary generator replacement, or any mobile-equipment purchase requiring covered site construction, permanent electrical or fuel connections, structural work, or professional design, is subject to the applicable prevailing-wage, bonding, permitting, and licensed-design requirements in Section 7.3.1.

7.1. Site Assessment and Proposal

- Inspect the site and verify connected loads, starting currents, critical loads, operating sequence, fuel type and capacity, runtime objective, environmental conditions, sound limits, emissions requirements, space, access, structural needs, and utility interfaces.
- Confirm sizing through a sealed load calculation or manufacturer sizing report prepared by a qualified professional; do not size solely from the nameplate of the existing unit.
- Evaluate the existing automatic transfer switch, switchgear, feeders, controls, fuel system, pad, enclosure, exhaust, ventilation, grounding, and remote annunciation for reuse or replacement.
- Submit at least one compliant solution and clearly identify manufacturer, model, standby rating, voltage, phase, frequency, fuel, enclosure, sound attenuation, emissions certification, alternator, breaker, controller, ATS, accessories, lead time, exclusions, and warranty.
- Provide a complete lump-sum price with a breakout for equipment, labor, demolition, rigging, freight, electrical, mechanical, fuel work, controls, permits, engineering, testing, training, subcontractors, allowances, alternates, and disposal/trade-in credit.

- Identify assumptions and obtain written clarification before pricing. Silence is not acceptance of an undocumented exclusion.

7.2. Minimum Replacement Scope

- Engineering and permits required for a complete, code-compliant installation.
- Temporary power or rental generator plan when required by the City; price separately unless included in the RFQ.
- Utility coordination, shutdown planning, and protection of continuous operations.
- Disconnect, removal, lawful disposal, and documented recycling or trade-in of existing equipment as directed by the City.
- New generator, ATS and associated equipment specified by the RFQ, including pad/structural work, rigging, feeders, controls, grounding, fuel, exhaust, ventilation, weather/sound enclosure, annunciation, labeling, and restoration.
- Startup by an authorized representative; functional testing of normal-to-emergency and emergency-to-normal sequence; alarms, safeties, remote signals, and auxiliaries.
- Load-bank test for not less than two hours at stepped loads up to 100% nameplate rating, unless the site-specific RFQ establishes another approved protocol.
- Training for City personnel and delivery of final record drawings, approved submittals, permits, test reports, startup records, warranty certificates, parts lists, and electronic O&M manuals.

7.3. Replacement Standards

All replacement work shall comply with the latest adopted editions applicable to the project, including the Rhode Island State Building Code and electrical, mechanical, fire, fuel-gas, environmental, accessibility, and permitting requirements; NFPA 70, NFPA 110, and other referenced standards; OSHA requirements; manufacturer instructions; and utility requirements. If professional design is required, documents shall be prepared and stamped by appropriately licensed professionals. The site-specific RFQ will identify any additional owner standards.

7.3.1. Public-Works Compliance, Bonds, and Professional Design

Each replacement task order shall be reviewed as a public-works/construction project before issuance. Consistent with the State's standards, the contractor and every subcontractor shall comply with all applicable prevailing-wage requirements for every covered phase of the project, including final cleanup. Covered workers shall be paid not less than the applicable prevailing wage for their classification. Apprentices may be paid an apprentice rate only when properly registered with the Rhode Island Department of Labor and Training; otherwise, the applicable full rate shall be paid. The City will identify or attach the wage determination and required forms applicable when the task-order request is issued.

Every contractor and subcontractor performing covered public work shall submit certified payroll records to the City monthly for work completed during the preceding month, maintain and provide payroll records as required by R.I. Gen. Laws Chapter 37-13, and comply with all posting, recordkeeping, inspection, and enforcement requirements. The City may withhold payment for noncompliance and will not release final payment until the replacement is complete, accepted, and supported by all required labor-compliance records. Bid and task-order labor rates may not be lower than the applicable prevailing-wage rate.

Bid, performance, payment, and other bonds shall be furnished when required by applicable law and the task-order request, in the forms and penal sums stated there. Any task-order bond is project-specific and is in addition to any bond submitted for the base contract. No bonded replacement work may begin until the City has accepted the required bonds and evidence of surety authority.

Replacement work includes all engineering needed for stamped drawings and system design. Where the work requires engineering, architectural, structural, electrical, mechanical, civil, fire-protection, or other professional design, the drawings, calculations, and specifications shall be prepared, signed, and sealed by professionals appropriately licensed in Rhode Island. Design shall cover the complete installation, including equipment sizing, electrical integration, fuel systems, pad or structural work, conduits and subsurface utilities, transfer equipment, permitting, demolition, and associated infrastructure as applicable. Contractor design responsibility does not transfer the City's review or approval duties, and the City may procure design separately.

7.4. Competition and Price Reasonableness for Replacement

For every replacement valued at \$150,000 or less, the City will issue the same written task-order request to all contractors awarded the replacement category and award to the responsive and responsible contractor offering the lowest task-order price, subject to funding and required approvals. If only one awarded contractor can timely respond, the City may require multiple manufacturer or distributor quotations and other cost support before determining price reasonableness. The City may independently procure major equipment, separately solicit any replacement, negotiate scope without changing the award basis, or reject all task-order quotations. No contractor has an exclusive right to replacement work.

8. Work Authorization and Change Control

- Preventive maintenance shall be performed only on the approved schedule and purchase order.
- Repairs require an approved estimate and written authorization identifying the not-to-exceed amount.
- Replacement requires a site-specific scope, compliance review, accepted task-order quotation, confirmed funding, required approvals, required bonds, and a purchase order. A maintenance or repair purchase order does not authorize replacement.
- No change, extra, allowance use, substitution, or added service is compensable without prior written approval by an authorized City official. Contractor-generated work tickets do not amend the contract.
- Emergency stabilization must be documented as soon as practicable and does not create authority for permanent replacement unless separately approved.

9. Deliverables and Service Records

- Asset register updated after each visit, including make, model, serial number, kW, fuel, ATS data, hours, condition, and changes.
- Service report within three business days, with readings, checklist results, photographs where useful, deficiencies prioritized as critical/urgent/routine, and recommended corrective action.
- Emergency report within one business day after stabilization.
- Replacement submittals, schedule, shutdown plan, test reports, training record, warranties, permits, record drawings, and O&M manuals.
- Annual summary listing completed maintenance, calls, downtime, failures, expenditures by asset, recurring issues, and replacement candidates.

10. Warranty

Maintenance and repair labor and installed parts shall be warranted for at least one year from acceptance, or the manufacturer warranty if longer. Replacement equipment shall include the manufacturer's standard commercial standby warranty and not less than a two-year comprehensive parts-and-labor warranty from successful commissioning and City acceptance; bidders shall price extended warranty options of five and ten years where available. Warranty work includes labor, parts, travel, freight, removal, reinstallation, and testing at no additional cost, except damage caused solely by City misuse or excluded events documented in the contract.

11. Safety, Environmental, and Site Requirements

- Comply with OSHA, EPA, Rhode Island DEM, fire prevention, electrical safety, lockout/tagout, confined-space, spill prevention, and hazardous-material requirements.
- Provide current SDS documents before bringing regulated products to a site.
- Coordinate outages and maintain secure, clean work areas. Protect occupants, operations, building systems, and property.
- Dispose of oils, coolant, filters, batteries, fuel, equipment, and regulated waste legally and provide manifests or receipts when requested.
- Immediately report spills, unsafe conditions, property damage, injuries, and any condition affecting emergency power readiness.

12. Pricing Schedule

Bidders must complete every applicable field. Use "N/A" only where permitted and explain. Prices exclude taxes from which the City is exempt.

Preventive maintenance price	Year 1	Year 2	Year 3	Option 1	Option 2
All listed generators - semiannual inspection and full-service PM	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year-specific items included in total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Labor classification	Straight time	Evening	Saturday	Sunday	Holiday
Master / lead technician	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr
Journeyman / technician	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr
Apprentice / helper	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr
Project manager / engineer, if authorized	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr

Other pricing factor	Bid
Parts/material markup on documented net supplier cost	_____ %

Other pricing factor	Bid
Subcontractor markup on documented net subcontract cost	_____ %
Rental equipment markup on documented net cost	_____ %
Service-call/trip charge, if any (describe)	_____
Replacement equipment discount from published manufacturer list price	_____ %
Replacement design/engineering pricing method	_____
Five-year extended warranty option	_____
Ten-year extended warranty option	_____

Mobile-equipment preventive maintenance	Year 1 per unit	Year 2 per unit	Year 3 per unit	Option 1 per unit	Option 2 per unit
Category B - Portable/mobile generator annual PM	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Category C - Mobile light tower annual PM	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Mobile-equipment charge	Bid
Mobile-equipment technician - straight time	\$ _____ /hr
Mobile-equipment technician - evening	\$ _____ /hr
Mobile-equipment technician - Saturday	\$ _____ /hr
Mobile-equipment technician - Sunday/holiday	\$ _____ /hr
Pickup/delivery or transport charge - round trip	\$ _____
Trailer/running-gear parts markup on documented net cost	_____ %

13. Evaluation and Method of Award

The City will evaluate and award Categories A, B, and C separately. A bidder need not bid every category, but must complete every required price within each category bid. Each category EBP is a bid-comparison figure only and is not a contract price, purchase commitment, or guarantee of quantities. Category A reflects the City's limited historical repair activity and intentionally gives primary weight to scheduled preventive maintenance.

13.1. Category A – Stationary Generator Systems

Component	Fixed evaluation quantity	Calculation
Preventive maintenance	Years 1-3	Sum of the bidder's three initial-term annual PM prices, including all scheduled three-year items

Component	Fixed evaluation quantity	Calculation
Master/lead technician	3 straight-time hours	3 multiplied by the straight-time hourly rate
Journeyman/technician	18 ST; 2 evening; 1 Sat.; 1 Sun.; 1 holiday hour	Each stated quantity multiplied by the corresponding hourly rate
Parts/materials	\$4,000 assumed net cost	\$4,000 multiplied by (1 + bid markup percentage)
Service-call/trip charge	3 calls	3 multiplied by the bid charge; \$0 if bidder states none

EBP = three-year preventive maintenance total + evaluated master/lead labor + evaluated journey person/technician labor + evaluated parts/material cost + evaluated service-call charges.

Percentages shall be converted to decimals for calculation. For example, a 10% markup produces a multiplier of 1.10 and an evaluated parts cost of \$4,400. Blank required price fields render the bid nonresponsive; a bidder offering no charge must enter \$0 or 0%. Arithmetic extensions will be corrected using the stated unit rate, and the corrected EBP will control.

Apprentice/helper rates, project-manager/engineer rates, subcontractor markups, rental-equipment markups, replacement-equipment discounts, extended warranties, and design/engineering pricing are not included in the EBP. Bidders must still provide those required rates and markups, which remain binding when the applicable service is authorized. Their exclusion from the EBP reflects limited unpredictable historical usage and prevents rarely used charges from disproportionately determining the based award.

13.2. Categories B and C - Mobile Equipment

The City will calculate a separate EBP for Category B and Category C. For each category, the annual preventive-maintenance price will be multiplied by the number of assets listed for that category in the final equipment schedule and summed for Years 1 through 3. The following limited repair basket will then be added:

Component	Fixed evaluation quantity	Calculation
Category preventive maintenance	Each listed asset; Years 1-3	Sum of annual per-unit PM price multiplied by the published asset count for each initial-term year
Mobile-equipment technician	6 ST; 1 evening; 1 Sat.; 1 Sun./holiday hour	Each stated quantity multiplied by the corresponding category rate
Mobile-equipment parts	\$1,500 assumed net cost	\$1,500 multiplied by (1 + applicable bid markup percentage)
Pickup/delivery or transport	3 round trips	3 multiplied by the bid round-trip charge; \$0 if bidder states none

Category B EBP and Category C EBP will be calculated independently using the same basket. If a bidder proposes one common mobile-equipment rate, the same rate will be used in both calculations. Rates and markups collected elsewhere but excluded from a category EBP remain binding when authorized.

13.3. Replacement and Rental Pricing

Replacement pricing is excluded from the base category EBPs because configurations, capacity, duration, site conditions, and delivery needs are unknown. Each replacement of \$150,000 or less will be competed under Section 7.4 within the applicable category. A replacement anticipated to exceed \$150,000 requires a separate solicitation unless another lawful procurement method independently applies. The City may request competitive rental quotations from applicable awarded contractors whenever practicable..

14. Bidder Response Requirements

- Completed City bid forms and all current required participation forms.
- Completed pricing schedule without qualifications hidden elsewhere.
- Narrative demonstrating each minimum qualification and 24/7 response capacity.
- Technician qualifications, licenses, manufacturer training, and service coverage.
- Three comparable references, preferably public agencies or institutional facilities.
- List of makes/sizes the bidder cannot service and all proposed subcontractors.
- Warranty commitments and any exceptions to the scope, identified by section number.
- For replacement category: two comparable turnkey projects and proposed equipment procurement approach.
- For Categories B and C: identify mobile-equipment service capability, towing/transport capacity, trailer-repair capability, and any asset type or size limitation

INSTRUCTIONS FOR SUBMISSION

<u>Meeting Date: 10/5/2026</u>

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, 3rd Floor
25 Dorrance Street**

****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 (*see page 17 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 18 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 19 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see page 20 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 21 and 22) 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 16 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 16.)

*****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) though 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, 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.

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.