



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

REQUEST FOR PROPOSALS

Item Description: RE-SOLICITING INVESTMENT ADVISORY AND INVESTMENT COUNSEL SERVICES – THREE-YEAR CONTRACT (NOVEMBER 1, 2024- OCTOBER 31, 2027 WITH THREE ONE-YEAR OPTIONS)

Procurement/MinuteTraq #: 46641

Date to be opened: 10/7/2024

Issuing Department: Controller's Office

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: Lawrence J. Mancini
 - Title: Chief Financial Officer
 - Email Address: lmancini@providenceri.gov

Pre-submission Conference

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

Deadline for questions submissions: September 17th, 2024 by 2:00 PM (EST).

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 10/7/2024

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).	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Neither MBE nor WBE	
<p>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).</p> <ul style="list-style-type: none"> 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:	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> 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.

**City of Providence
Providence, Rhode Island**

**REQUEST FOR PROPOSAL (RFP)
INVESTMENT ADVISORY AND INVESTMENT COUNSEL SERVICES**

PURPOSE AND BACKGROUND

The City of Providence is considering the procurement of services for investment advisory and investment counsel services as it relates to assets under management of The Board of Investment Commissioners (BOIC). The Board of Investment Commissioners (BOIC) is the City-chartered board that oversees all trust and pension asset investment activity.

The asset value ranges, for the funds currently under BOIC management, are as follows:

Fund Name	<u>July 31, 2024</u>	<u>June 30, 2024</u>
Employees Retirement System of City of Providence	\$ 503,893,332	\$ 458,780,329
 Trusts managed under authority of the City Treasurer:		
Dexter Donation Trust	\$ 3,736,252	\$ 3,631,401
Ebenezer Knight Dexter Trust	\$ 4,860,131	\$ 4,723,991
Charles Smith Trust	\$ 4,015,317	\$ 4,027,841
Edward Ely Trust	\$ 1,379,762	\$ 1,392,065
Edward Hickling Bradford Trust	\$ 2,631,939	\$ 2,553,616
City Council Parks and Recreation Fund	\$ 728,946	\$ 711,164
 Board Of Investment Commissioners Trusts		
▪ Mary Swift Bragunn Trust	\$ 107,588	\$ 107,588
▪ Anna H. Mann Trust	\$ 788,631	\$ 803,358
▪ Gladys Potter Trust	\$ 131,374	\$ 128,474
▪ Samuel H. Tingley Trust	\$ 726,258	\$ 739,435
▪ Marshall H. Gould Trust	\$ 79,548	\$ 78,226
▪ Elizabeth Angell Gould Trust	\$ 771,367	\$ 770,606
▪ City of Providence Port Trust	\$ 382,239	\$ 374,585
▪ Better Providence	\$ 260,043	\$ 255,165
▪ Henry B. Anthony Exp Trust	\$ 47,683	\$ 46,724
▪ Abbey A. King Trust	\$ 429,338	\$ 419,739
▪ North Burial Ground Perpetual Care	\$ 8,226,108	\$ 8,236,815
 Grand Total of all assets under BOIC management	 <u>\$ 533,116,308</u>	 <u>\$ 487,781,122</u>

**To view prior period monthly investment advisory reports and performance metrics, presented to the Board of Investment Commissioners (BOIC) Please visit: <https://www.providenceri.gov>
City Hall/Departments/City Clerk/Public Meetings/Board of Investment Commissioners/Minute Packet**

It is expected that a consultant will be retained for a period of three (3) years, with an option for 3 additional one-year renewals, extensions and/or modifications, at the City's sole discretion.

It shall be the primary purpose of the consultant to advise the BOIC with respect to its available investment options, provide performance comparatives for the last ten (10) years and to make a recommendation to the Board whether its current investment portfolio and asset allocation is prudent, given the Retirement System's liabilities and existing funding schedule, as well as, all other trust and trust assets under the management and authority of the Board of Investment Commissioners (BOIC).

INSTRUCTIONS TO PROPOSERS

Designated Contact: A Proposer must provide to the City's designated contact the following information:

Name
Address
Phone Number
Fax Number
Email Address

The person listed above will be the designated contact for the Proposer. All correspondence from the City will be to the designated contact of the Proposer. The City will endeavor to submit all responses via email. However, the City reserves the right to submit correspondence relative to this RFP in any manner it deems appropriate.

Correspondence and Questions:

**Lawrence J. Mancini
Chief Financial Officer
City of Providence
25 Dorrance Street
Providence, RI 02903
(lmancini@providenceri.gov)**

All questions or comments relative to this RFP shall be in writing and shall be directed to the City's designated contact described above. Any changes in the requirements of this RFP will be issued via addendum. All addenda will be sent via email to the addresses provided by the Proposers. The City reserves the right to send addenda by a method other than email.

Proposers should acknowledge in their submission that they have received any addenda issued pursuant to this RFP. All addenda will be numbered in the following format: Addendum 1, Addendum 2, etc.

Proposers may only contact the City through electronic communication, and each and every communication and response will be copied to all parties who or which have requested the RFP.

Proposal Format and Requirements:

Responses to this RFP must be submitted on or before October 7, 2024. Any proposal not meeting this deadline will not be accepted or considered.

All proposals must be submitted to the City's Board of Contract and Supply as outlined in the RFP bid proposal specifications.

Proposals should not be sent to the City's designated contact.

Proposers shall submit three hard copies of their proposal. No amendments will be accepted after the closing date and time. Proposers mailing materials should allow adequate time to assure timely arrival.

The City reserves the right to cancel this RFP, or to reject any and all proposals, or any portion of any proposal received in response to this RFP, upon its determination that such cancellation or rejection is in the best interests of the City. Proposers acknowledge that the City shall not be liable for any fees incurred in the preparation of their proposal.

The City expects to award a contract within 60 days of bid opening.

Any agreement pursuant to this RFP shall be for a period of three years, subject to the same terms and conditions, and at the sole discretion of the City. The City reserves its right to terminate the contract executed between the City and the selected proposer for any reason on thirty (30) days' written notice.

RULE FOR AWARD

If the City requires clarification or additional information, the City's designated contact named in this RFP will communicate the request to the designated contact of the Proposer. The City reserves the right to interview one or more Proposers to seek clarification during the evaluation process.

The Board may make recommendations as to the award. However, the City in its sole discretion will select the most advantageous proposal based on the quality and caliber of bid proposal information, rankings within industry standards for performance measurements and overall cost proposals. The most advantageous proposal may not be the lowest cost proposal and it may not have the highest composite ranking. The selected proposal will be based on the City's evaluation of the costs and benefits associated with each proposal. The proposal selected will be that which provides the best combination of quality and price for the City.

EVALUATION CRITERIA

Rating evaluations shall be established as advantageous, highly advantageous, not advantageous, or unacceptable. Each proposal will be rated in the following manner and on the following criteria.

- **Highly Advantageous** will be assigned based on:
 - Strength, stability and longevity of the firm;
 - Depth of experience and knowledge of the firm and/or individuals with public pension fund investments, including all statutory provisions and rules and regulations.
 - Depth of experience and knowledge of trust asset management and investment management, including all statutory provisions and rules and regulations.
 - Significant level of experience with public pension systems and regulatory agencies.
 - Significant level of experience and knowledge of trust asset management
 - Length of time the firm and/or individuals has worked as a team or unit.
 - Scope of research available to monitor and provide services required;
 - Level of the ability of the firm and/or individuals to provide information updates and clarification of new and pending legislation;
 - Depth and completeness of reports;
 - Data and reports presented in a clear and concise format;
 - A firm commitment to attend regular and special meetings of the Board of Investment Commissioners (BOIC) beyond those established by the Minimum Criteria.
 - High level of client satisfaction.

- **Advantageous** will be assigned to a responsive proposal addressing all items and meeting all criteria for each part of the proposal.

- **Not Advantageous** will be assigned for those proposals submitted by Proposers who have:
 - Minimal experience with public pension funds and agencies, as well as trust fund and trust asset management.
 - Minimal experience as a working team or unit.

- **Unacceptable** will be assigned for proposals that:
 - Fail to address any mandatory item in this RFP;
 - Fail to meet or address any item of the Scope of Services;
 - Fail to submit the required documentation.

Proposals containing “optional” services will not be given a higher rating.

IMPORTANT NOTE: To avoid an “unacceptable” rating for failure to address any item of the Request for Proposals – if any item is not applicable to your firm you should so state in your response and provide an explanation.

MINIMUM CRITERIA

1. As of September 1, 2024, the primary consultant assigned to the Retirement System’s account and other trust funds and trust assets (the “Primary Consultant”) must have at least five (5) years combined experience in (1) serving as Primary Consultant to public and/or private pension funds, and other trust funds and trust asset management and/or (2) serving as chief

executive officer, executive director or chief investment officer of a public or private pension funds with assets of at least \$100M and other trust funds and trust assets of at least \$50M.

2. Effective with the date of the award, (on or around November 4, 2024) the successful firm must have served as consultant in the preparation or revision of general investment policy guidelines for at least ten (10) private or public pension fund clients with assets of at least \$300M and other trust funds and trust asset management clients of at least \$50M and which has allocations in both domestic, international, and private assets.
3. The Primary Consultant assigned to the Retirement System's account and the other trust funds and trust asset management, must provide General Consulting Services, including investment policy and asset allocation consulting services, to at least five (5) public and/or private pension funds, as well as other trust funds and trust asset account management.
4. The firm must be a registered investment advisor pursuant to the Investment Advisors Acts of 1940 (15 U.S.C. 80b-1 et seq.).

SCOPE OF SERVICES

1. Review of the BOIC's existing asset allocation and strategy of its existing investment managers.
2. Review of the BOIC's existing investment objectives and philosophy.
3. Monthly review of investment managers for:
 - a. performance monitoring; compliance with all statutory and PERAC regulatory provisions;
 - b. compliance with the BOIC's objectives and philosophy.
 - c. compliance with the BOIC's agreement with the manager(s).
4. Prepare recommendations, as required by the BOIC, for a methodology for the reduction of fees and charges associated with investments and investment related issues, where appropriate.
5. Provide information and interpretation of new and pending legislation on any and all public pension fund issues, and any that may pertain to other trust funds and trust asset management and submit a report to the BOIC of the impact of such legislation to the retirement system and the members, or as the case may be, any impact to the other trust funds and trust assets.
6. Present financial performance of the system to the BOIC monthly, as well as to any other Committees or Boards as directed.
7. Provide other services that may be required relative to the BOIC management of its investment managers and the compliance with all laws and regulations governing the Board.
8. Coordinate with and arrange for the necessary fiduciary and or custodial relationships with 3rd party custodians and or trustees necessary to effectuate the proper and orderly management of transactions regularly required with the transfer to or transfer from accounts under BOIC authority and management, including with current or future trustees and/or custodians.
9. Provide proper and timely responses to all public interest and third-party information requests for information, including but not limited to, any APRA or FOIA requests, media inquiries and requests of internal and external governmental bodies, associated with the normal course of business with the management and practices of all assets under the management and authority of the Board of Investment Commissioners (BOIC) and/or the City Treasurer, as the request may call for or deemed necessary and appropriate under federal, state and local laws.

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SEE PROPOSAL QUESTIONS THAT FOLLOW

**CITY OF PROVIDENCE
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PROPOSAL QUESTIONS

Responses to this RFP should be organized in the manner outlined below. Advisors will be evaluated, in part, on their ability to communicate clearly and succinctly.

A. Organization

1. Name of firm.
2. Name, address, and telephone number(s) of key contact.
3. Ownership structure of firm.
4. Team structure; brief biographies of individuals to be assigned.
5. Business focus/client base.
 - a. What is the primary business focus of your firm? Is your firm affiliated with any organization(s), specifically a brokerage firm? If yes, please describe the relationship in full.
 - b. What is your team's targeted market in terms of plan size?
 - c. How many pension and other trust funds and trust asset consulting clients does your team currently have? What percentage of these are municipal clients? What is the average plan size of your team's clientele?
 - d. What is the client turnover (gains and losses) of your team over the last three years?
 - e. How many full-time staff are employed by your team and firm?
 - f. When did your organization begin providing investment advisory services?
 - g. Is providing investment advisory services currently one of your organization's principal lines of business?
 - h. What percentage of your organization's revenues in the last fiscal year was attributable to the investment advisory practice?
6. Please provide a narrative discussing your firm's corporate structure in terms of stability, including your succession plan, and its ability to provide exemplary service to a pension plan and other trust funds and trust assets of this size.
7. Is your organization registered with the Securities Exchange Commission (SEC) as an investment advisor under the Investment Advisors Act of 1940?
8. Please provide a copy of your organization's Form ADV Part II A&B.

B. Potential Conflicts of Interest

1. Does your organization provide trust, investment management or securities brokerage services (including commission recapture)? If so, please identify and explain all such services provided:
 - a. What percentage of your 2023 revenue was attributable to such trust, investment management or securities brokerage services?
 - b. Does your organization provide any other services or engage in any other lines of business aside from investment advisory, trust, investment management, commission recapture, and soft-dollar or securities brokerage services? If so, please describe such services in detail, noting the percentage of your firm's 2023 revenue that was attributable to such services.
2. If any part of your organization provides brokerage services, soft-dollar services,

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directed brokerage, discount brokerage or commission recapture programs (collectively, “brokerage related services”):

- a. What percentage of your organization’s 2023 revenue was received in soft dollars?
 - b. What percentage of your organization’s 2023 revenue was attributable to (or compensation for) brokerage-related services?
3. Does your organization offer or sell services or products to investment managers? If so, identify these in detail and name every manager who purchased any such services or products (with hard or soft dollars) over the last two fiscal years.
 4. Please confirm that your organization and/or team will not accept any commissions or other remuneration from any service providers in exchange for placing business with those organizations.
 5. Does your organization and/or team solicit or accept fees for placing or helping to place money managers? If so, please explain.
 6. Does your organization charge to include any investment managers in your database or in any search? If so, please explain.
 7. Does your organization and/or team have any clients or associations that could present a conflict of interest and possibly compromise the objectivity of its advice to the Providence Board of Investment Commissioners? If so, please explain.
 8. Does your organization and/or team receive any products or services from any investment managers? If so, identify each service and the amount of compensation paid, if any.
 9. Do any of the members of the organization and/or team sit on the Board of any of the investment managers used in pension plans under advisement? If so, is there any financial remuneration?

C. Legal Fiduciary Status, Investment Advisory Status and Litigation

1. Does your organization consider itself to be a fiduciary in its role as an investment advisor? Will your organization contractually agree to accept fiduciary responsibility with respect to its investment advisory services?
2. Does your organization serve as an independent fiduciary to any client subject to court supervision or a U.S. Department of Labor judgment or decree? If so, please identify them.
3. Has your organization, or a principal, employee, or agent of your organization, ever been investigated or charged by the SEC, the U.S. Departments of Justice or Labor, the Internal Revenue Service, or any other federal, state or local regulatory agency for any purported or actual violation of applicable law? If yes, please explain and provide date(s) of the violation(s).
4. Over the past five years, has your organization or any principal, employee or agent been named or threatened to be named as a party in any private or governmental litigation, arbitration or other dispute resolution proceedings; been a target in any governmental

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or professional investigation; or settled any actual or threatened claim? If so, please provide details including a copy of all relevant complaints and communications, a list of all parties, and the results or status of such proceedings(s), investigation(s) or settlement(s).

D. Insurance

1. Does your organization carry a fidelity bond and/or fiduciary liability, professional liability or any other insurance that would be beneficial to the Employees Retirement System and any other trust funds and trust assets. If so, please describe the insurer, the type of insurance coverage, the beneficiary of such coverage, the limits of such coverage and the deductible amount under such coverage. Please also attach a copy of each such policy or an applicable certificate of insurance.
2. Is your organization aware of any claims that have been made, are being made or may be made with respect to such prior or current policies? If so, please describe.
3. Has your organization ever assisted a client in reducing its fiduciary liability insurance premiums? If so, please explain how, and to what extent your organization has done this (and provide references), and whether and how your organization would assist the Plan(s) in reducing its premiums.

E. Staffing and Facilities

1. How is your organization and/or team structured to service your accounts?
2. How many of your immediate staff are investment consultants?
3. What is the average number of accounts handled per team member?
4. Describe the qualifications and expertise of your organization and team's professional staff (both local and national), including their years of service and experience in the public pension sector.
5. Please list the name and location of the primary individuals who will be responsible for the advising the Board of Investment Commissioners and provide detailed biographies of such persons, including their tenure with your organization. How many Plans similar to the assets under management of The Board of Investment Commissioners and/or the City Treasurer, namely The Employees Retirement System of the City of Providence and all other trust funds and trust assets, do these primary individuals service?
6. How many prime consultants have left your organization/team during the past two years? Please describe the measures your immediate organization takes to assure continuity of service when a team member leaves your organization.
7. Please provide a full disclosure of whether any of your organization/team's professional staff has ever been suspended or disbarred from performing investment advisory services or other professional services, has been subject to any disciplinary actions, or has committed any criminal offenses evidencing fraud, dishonesty or breach of trust.

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8. Please describe the location(s) and capabilities of your organization's computer/data processing staff. Is the entire staff in-house? Does your organization outsource any of these services? Please describe the security of these resources.

F. Clients

1. Please provide a representative list of your organization/team's investment advisory clients of similar size.
2. Please list your immediate organization/team's government public Pension system clients and the portfolio size for each.
3. Please list your immediate organization/team's government public trust funds and trust assets clients and the portfolio size for each.
4. For reference purposes, provide the name, address, telephone number and contact person for four current clients (three must be government public Pension system clients) for whom your immediate organization provides comprehensive investment advisory services.

G. Services

1. General

Please indicate which of the services listed below your organization/team intends to provide to the Board of Investment Commissioners about the Employees Retirement System Plan and any other trust funds and trust assets. (indicate yes or no):

- a. attend regularly scheduled monthly Board of Investment Commissioners' meetings.
- b. advise the Board during these meetings on the investment impact of any retirement plan or trust asset management amendments that may be considered.
- c. provide oversight of all investment aspects of the Board's operations;
- d. review and develop an investment policy statement and provide an analysis on the reasonableness of investment assumptions;
- e. advise the Board on the prudence and relative financial impact of various investments;
- f. review, develop and periodically rebalance asset allocation;
- g. recommend hiring, retention and termination of investment managers, mutualfunds and other investment products;
- h. prepare and present monthly performance evaluations, including a review and report of all investment transactions by all investment managers in a five year investment performance history of the Employees Retirement System Plan and any other trust funds and trust assets (s) (if source date is available);

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- i. review and comment upon investment management agreements prepared by the Employees Retirement System Plan and any other trust funds and trust assets Plan(s) counsel.
 - j. develop and monitor adherence to individualized investment guidelines, risk controls, proxy voting and adherence to proxy voting policies;
 - k. monitor custody bank and assist in retention and replacement, as appropriate;
 - l. supervise, monitor and verify transfer of assets in the event of change of investment manager;
 - m. provide assistance required by audits or examinations conducted by governmental agencies.
 - n. assist in reducing fiduciary liability insurance premiums and address special investment and other issues as they arise.
2. Investment Policy Development & Portfolio Design
- a. Describe briefly the processes and tools your team uses to help clients develop investment policies and objectives.
 - b. How does your team identify and understand the Employees Retirement System Plan and any other trust funds and trust assets financial and investment objectives?
 - c. In addition, comment on your team's process for recommending modifications to investment guidelines.
 - d. Describe your team's philosophy and approach to using alternative investments, including:
 - 1) How you differentiate between traditional and alternative investments.
 - 2) Explain why you would use alternatives, i.e., risk reduction, alpha, non-correlated assets, etc.? Why would you not use them?
 - 3) Alternative investments you currently utilize.
 - 4) Typical percentage of alternative investments, including hedge funds.
 - 5) Delivery structure(s) in use (i.e., mutual funds, ETFs, separate accounts, limited partnerships, private placements, MLPs, etc.)
 - e. Describe your philosophy and approach to using factor weighted (Smart Beta) funds?
 - f. Describe your team's philosophy and approach to development of asset allocation strategies, including:
 - 1) Methodology and approach used for asset allocation modeling, including linkage to asset/liability modeling and funding.
 - 2) Application of major variables (i.e., risk tolerance, return, correlation, skewness, kurtosis, etc.).
How frequently and under what circumstances do you believe asset allocation should be modified?
 - 3) Does your team employ a tactical allocation strategy? If yes, describe the

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parameters and the decision making process. And, what tactical moves did you employ in equities and fixed income in the last 18 months?

4) Does your team utilize liability driven methodology? Please explain.

3. Manager Selection

- a. Briefly describe the process and methodology of choosing an investment manager and fund from initial screening through the development of your recommendation.
- b. Indicate the source of information for investment manager candidates, partnerships, funds, ETFs, etc.
- c. Does your organization and/or team conduct on-site due diligence meetings? Please explain. How often do you visit with managers or representatives of the funds used in your portfolios?
- d. Does your team classify equity managers and funds by style? If yes, please indicate the style categories your organization uses and what process it uses to determine the manager's/fund's style?
- e. How does your team verify the validity of limited partnership and separate account managers' performance records?
- f. What is your position relative to active and passive investing?
- g. Do you use multiple funds or managers for larger sleeves such as Large Growth, Core or Value?
- h. For portfolios of a similar size as the Employees Retirement System of the City of Providence and other trust funds and trust assets, what types of investment vehicles (as shown below) would you use, and what percentage. Differentiate between traditional investments and alternative investments.
 - 1) Mutual Funds
 - 2) ETFs
 - 3) Individual bonds
 - 4) Individual stocks
 - 5) Limited Partnerships
 - 6) Separately Managed Accounts (SMA)
 - 7) Private Placements
 - 8) Other (explain)

4. Performance Measurement and Evaluation

- a. Describe your organization/team's approach to monitoring and evaluating portfolio performance, risk, investment style and individual investment managers for your clients. Please discuss how you benchmark the managers or funds.
- b. How often does your firm/team review an investment manager's performance?

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- c. Explain what would cause you to recommend a manager or fund to be terminated?
 - d. Briefly describe your organization's reporting system and the components of your performance reports. Please explain the extent to which these performance reports can be customized to meet a particular client's needs.
 - e. Describe the types of analysis and investment performance comparisons included in a typical performance evaluation report. To what extent does your organization/team provide analysis of year-to-year changes? What is your organization/team's typical turnaround time for the preparation of such analysis?
 - f. Are rates of return routinely presented on a net of fee basis?
 - g. Databases:
 - 1) Please describe the databases your firm uses.
 - 2) Is the database proprietary to your firm or purchased?
 - 3) If purchased, how many do you use and for what purposes?
 - 4) How many investment managers are in your database(s)?
 - 5) If you maintain your own proprietary database, how does your firm gather, verify and analyze the data collected on managers for the database(s)? Include name of any external sources.
 - 6) Describe your screening process and capabilities.
 - 7) How many managers are actively monitored?
5. Risk Control
- a. Does your organization/team assist clients in developing individualized, written investment manager guidelines? If so, attach a sample of such guidelines for a domestic equity manager and for a domestic fixed income manager.
 - b. Please explain how your organization/team measures and analyzes relevant financial characteristics regarding each manager's account and funds, and the entire fund portfolio in order to detect and control risk.
 - c. How do you manage for extreme left-tail risk? Do you consider Value at Risk (VaR) or Conditional Value at Risk (CVaR)?
 - d. How do you define risk for a defined benefit plan? How do you help sponsors mitigate that risk?
 - e. What do you consider the critical success factors for a de-risking strategy?
 - f. Describe the optimization or risk management techniques used in the portfolio construction process. Detail strategies employed to prevent excessive volatility.
 - g. How does your approach differ for plans that are closed versus active?
 - 1) How do you propose meeting periodic cash flow needs?
6. ESG

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- a. What is your philosophy on assessing non-pecuniary factors (such as ESG risks) in the investment decision-making process? What approach, if any, do you use to assess non-pecuniary factors?
- b. Please provide an example of a situation where you assisted a DB plan with assessing ESG risks; please describe the sources and scope of your research and the recommendations that were made.

7. Transition Management

- a. Describe how you would transition the assets to your recommended portfolio and custodian?
- b. What extra costs would be involved?
- c. The City of Providence has been provided with voter approval, as well as, City Council and Rhode Island General Assembly legislative authority, to seek a pension obligation bond, should it desire to do so, at an amount no greater than \$500M in proceeds to the retirement system, at a borrowing rate no greater than 4.9% and at a time no later than June 2027. Should those conditions permit/allow for a borrowing and if those proceeds arrived after your firm began work, how would you manage the incoming money?
- d. How would you advise the City with:
 1. Getting the proposed bond proceeds invested quickly.
 2. Reducing or avoiding any potential adverse effects of investing quickly.
 3. Reducing transaction costs.
 4. Any asset reallocations already contemplated or in progress.
 5. Any new managers that were coming on board around the time the proposed \$500M proceeds becoming available.
 6. Market timing risk related to investing an additional \$500M in a short time frame.
- e. In what ways, if any, would your investment recommendations be different for approximately \$1B in investment assets versus approximately \$500M of investment assets?

8. Computer and Technical Capabilities

- a. Describe the software and hardware that will be used to support the proposed work plan.
- b. Describe your catastrophic data recovery plans. How often do you test your recovery system?
- c. Describe your maintenance and backup procedures including daily backups, retention timetable and off-site backup storage approach. Where are your off-site backup facilities located? Is the backup data saved on disc or in the cloud?
- d. Describe how any database(s) can be accessed by authorized City Finance personnel.

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H. Fees

1. Please outline your fee structure for the Employees Retirement System Plan and any other trust funds and trust assets. Please indicate all services you propose to provide and their associated fees. Specifically, detail in terms of your retainer, manager searches, performance monitoring on a monthly basis and other functions.
2. Please indicate the number of years for which your organization would be willing to guarantee its fees.
3. Please list any anticipated miscellaneous expenses and disbursements for which your organization will charge or seek reimbursement and unit costs of such expenses (if applicable).
4. Disclose your portfolio management philosophy as it relates to negotiating/establishing fee arrangements with money managers. Disclose your review/evaluation process to determine reasonableness of each investment manager fee. Disclose your process for periodic review and recommendation of service fee reductions or consolidation.
5. What are the anticipated fund, limited partnerships, separate account, ETF, etc., fees and expenses?
6. What are the estimated fees and expenses charged by your Custodian?
7. Do you intend to charge for special projects or ad hoc work? If so, how would these services be defined and billed? Would there be a discount from the standard fees or special projects?
8. If hired, will your firm receive any other form of compensation from working with this account that has not yet been revealed? If yes, what is the form of compensation?
9. Describe in detail any mutual fund revenue sharing (recapture), 12b-1 fees, finder's fees, directed brokerage commissions (separate accounts), collective trust rebates, and any other revenues or fee rebates. Full transparency and disclosure of expenses, fees, revenue sharing, etc. is an absolute and nonnegotiable requirement.
10. If your organization plans to bill for special projects on an hourly basis, please include a schedule showing the hourly rates of the professionals who would be assigned to the pension account. If selected, your organization will be expected to provide detailed back-up documentation reflecting the number of hours expended on a special project, billing rates, the subject matter of the services rendered, and the particular person(s) rendering those services.

I. Miscellaneous

1. Please provide a confirmation of your organization/team's willingness and availability to commence work immediately upon selection and to devote sufficient resources to perform all services in a timely and efficient manner.
2. A certification that all information contained in the proposal is complete and accurate, signed by a person authorized to negotiate on behalf of and contractually

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bind your organization. Any misrepresentation in the proposal could result in the termination of the contract at any time and potential liability.

3. Any other information you feel will be beneficial to support your proposal.

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



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

12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.