



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

# REQUEST FOR PROPOSALS

**Item Description: eProcurement Software – 3 Year Contract with (2) 1 Year Options – ARPA2**

**Date to be opened: September 29, 2022**

**Issuing Department: Information Technology**

## **QUESTIONS**

- Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to Purchasing Agent Francis Gomez.
  - Phone: (401) 680-5264
  - Email: [fgomez@providenceri.gov](mailto:fgomez@providenceri.gov)
    - Please use the subject line “**RFP Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - Phone: (401) 680-5766
  - Email: [gdiaz@providenceri.gov](mailto: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:
  - Jim Silveria
  - [JSilveria@providenceri.gov](mailto:JSilveria@providenceri.gov)

## **Pre-bid Conference**

**There will be a Pre-Bid video conference held on Tuesday, September 13, 2022 at 1PM EDT. Please email [jsilveria@providenceri.gov](mailto:jsilveria@providenceri.gov) for an invitation.**



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**INSTRUCTIONS FOR SUBMISSION**

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 the City Council Chambers, on the 3<sup>rd</sup> 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 RFP 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 RFP. 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.



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**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/ 1<sup>st</sup> page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 9-13) 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.**



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**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 3 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.)



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**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.
  - 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 **sixty (60) 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.



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**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



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**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



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**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





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**WBE/MBE Form Instructions**

The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City's procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, Sec. 21-52 (Minority and Women's Business Enterprise) and Rhode Island General Laws (as amended), Chapter 31-14, et seq. (Minority Business Enterprise), Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is **10%** of the total bid value.

The goal for Women's Business Enterprise (WBE) participation is **10%** of the total bid value.

The goal for combined MBE/WBE participation is **20%** of the total bid value.

Only businesses certified with the State of Rhode Island as minority and/or women business enterprises are counted towards the City's goals. Eligible minority or women-owned businesses are encouraged to seek certification from the State of Rhode Island Minority Business Enterprise Compliance Office at: <http://odeo.ri.gov/offices/mbeco/>

**Note:** MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

**Bid Requirements:**

**All Bidders:** All bidders **must complete and submit the *MBE/WBE Participation Affidavit*** indicating whether or not they are a state-certified MBE/WBE and acknowledging the City's participation goals. Submission of this form is **required with every bid. Your bid will not be accepted without an affidavit.**

**Bidders who will be subcontracting:** *In addition to the MBE/WBE Participation Affidavit*, Bidders who will be subcontracting must submit the ***Subcontractor Disclosure Form*** as part of their bid submission. All subcontractors, regardless of MBE/WBE status, must be listed on this form. Business NAICS codes can be found at <https://www.naics.com/search/>. Awarded bidders are required to submit

***Subcontractor Utilization and Payment Reports*** with each invoice.

**Waiver Requests:**

- a) If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the *MBE/WBE Waiver Request Form* for review.
- b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to meet the city's goal of a combined 20% of MBE and WBE participation.
- c) If the contractor is a nonprofit organization, the City of Providence requires the nonprofit organization to provide the *MBE/WBE Participation Affidavit Form* and proof of its nonprofit status.
- d) If the contractor has researched the RI Certified minority list (<http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>) and the state does not have any companies in the desired trade, the City of Providence requires the contractor to provide the *MBE/WBE Participation Affidavit Form*.
- e) Waivers will be considered for approval on a case-by-case basis.

**Verifying MBE/WBE Certification**

It is the responsibility of the bidder to confirm that every MBE or WBE named in a proposal and included on a contract is certified by the Rhode Island Minority Business Enterprise Compliance Office. The current MBE/WBE directory is available at the State of RI



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MBE Office, One Capitol Hill, 2nd Floor, Providence, RI, or online at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide. Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

**Form Instructions:**

Access all bid forms from <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>. Download the forms as blank PDFs. Once saved on your computer, fill them out using the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved properly. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

**Assistance with Form Requirements**

Examples of completed forms can be found on the City of Providence website at <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>.

**Contract Requirements:**

Prime contractors engaging subcontractors must submit the *Subcontractor Utilization and Payment Report* to the City Department's Fiscal Agent with every invoice and request for final payment. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov). This form is not submitted as a part of the initial bid package. For contracts with durations of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non- MBE/WBE, the total amount paid to each subcontractor for the given period and to date, A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov). During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

**Questions?**

For more information or for assistance with MBE/WBE Forms, contact the City of Providence MBE/WBE Outreach Director, Grace Diaz, at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov) or (401) 680-5766.



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**MBE/WBE PARTICIPATION AFFIDAVIT**

Project /Item Description (as seen on RFP):

\_\_\_\_\_

Prime Bidder: \_\_\_\_\_ Contact Email and Phone \_\_\_\_\_

Company Name, Address and Trade: \_\_\_\_\_

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? \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ Neither MBE nor WBE

**By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:**

It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Providence Code of Ordinances and Chapter 31-14 *et seq.* of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.  
The goal for Women's Business Enterprise (WBE) participation is 10% of the total bid value.  
The goal for combined MBE/WBE participation is 20% of the total bid value.

**I acknowledge the City of Providence's goals of supporting MBE/WBE certified businesses.** Initial \_\_\_\_\_

If awarded the contract, I understand that my company must submit to the Minority and Women's Business Coordinator at the City of Providence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation goals and other requirements of the RI General Laws. **I understand that these documents must be submitted prior to the issuance of a notice to proceed.** Initial \_\_\_\_\_

**I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports required by the MBE/WBE Office on a quarterly basis verifying payments to the subcontractors(s) utilized on the contract.** Initial \_\_\_\_\_

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. **I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.**

Initial \_\_\_\_\_

**If awarded this contract, I understand that authorized representatives of the City of Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City's MBE/WBE participation requirements.**

Initial \_\_\_\_\_

**I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.**

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



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SUBCONTRACTOR DISCLOSURE FORM

Fill out this form only if you WILL SUBCONTRACT with other parties. If you will not subcontract any portion of the proposed bid, do not fill out this form.

Prime Bidder: Primary NAICS

Code:

Item Description (as seen on RFP):

Please list all Subcontractors below. Include the total dollar value that you propose to share with each subcontractor and the dollar amount to be subcontracted. Please check off MBE and WBE where applicable. The directory of all state-certified MBE/WBE firms is located at www.mbe.ri.gov. Business NAICS codes can be found at https://www.naics.com/search/

Table with 6 columns: Proposed Subcontractor, MBE, WBE, Primary NAICS Code, Date of Mobilization, \$ Value of Subcontract. Includes summary rows A-F for MBE/WBE amounts and total bid.

Please read and initial the following statement acknowledging you understand. If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box (F) and the prime contractor is NOT a Rhode Island State-certified MBE or WBE, you must fill out the MBE/WBE WAIVER REQUEST FORM for consideration by City of Providence MBE/WBE Outreach Director. Initial Required

Signature of Bidder

Printed Name





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## **ePROCUREMENT SOFTWARE SYSTEM**

### **SPECIFICATIONS**

#### **INTRODUCTION**

The City of Providence, RI (“the City”) is seeking proposals (“Proposals”) from qualified vendors to provide an eProcurement System for the City (“System”) that supports the City’s procurement and vendor management needs, including but not limited to third party risk management, contract management and procurement. The System shall be web-enabled, secure, intuitive and user-friendly, with innovative cloud-hosted SAAS capabilities.

The City’s preference is for single or all-in-one software solutions and a System solution that interfaces nicely with the City’s current website. The System should follow an open architecture design to aid in the development and creation of future interfaces.

The chosen vendor must have proven experience in providing aforementioned services and software to governmental organizations equal or similar in size to the City.

#### **Current Technical Environment**

The City maintains an on-premise hosted Infor/Lawson S2, v 10.0.5 environment, with MHC Image Express and Document Express document management. All requisitions and purchase orders are generated within Lawson, along with vendor details and payments. Vendor details may include tax ID, office and remittance addresses, contacts and diversity codes. The City does not currently use Lawson Contract Management (BL), document management for PO supporting documents, or allow online access to vendors. The current Procure-To-Pay system is managed through a system of emails, paper records and paper checks.

The City currently publishes its solicitations in the Providence Journal, the [City’s website](#), and [BidNet Direct](#). The last two are free of charge. Purchasing assists departments with posting solicitations and their respective addenda by using the last two options. Per the City’s Home Rule Charter and Code of Ordinances, only paper bid submissions are allowed at this time, but this may change in the near future. However, interested vendors can register in BidNet Direct for free and download all solicitation documents. The service with BidNet Direct allows the City to create a report per solicitation and track which vendors downloaded the information. The successful application, if different than BidNet Direct, must be able to propose a plan to migrate the existing data with BidNet Direct.

The City’s Information Technology Department has standardized, maintains and is trained on the use of Microsoft technologies, including Windows Server, SQL Server, Active Directory, IIS, and desktop Windows and Office platforms. All versions should be considered to be latest available or one version prior. The successful application must be able to be implemented and integrate within Windows environment. City employees currently use Microsoft Office 2019 on desktops, along with 200+ mobile staff utilizing Office 365.



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## Exhibit A

### SCOPE OF WORK

#### I. Overview:

The City of Providence (“the City”) is looking for cloud-based software as a solution (SaaS) (“System”) with a preference for a “Single Solution” systems approach - the single vendor provides all functional modules as well as individual module integrations into the System. However, the City will consider a “Best of Breed” solution approach in its evaluation process where a mix of functional modules provided by different vendors, managed by a single Vendor, demonstrates a superior functional solution within their individual modules. The System shall address the following specific functions OR provide information addressing ancillary functions their System offers that they might consider more efficient, effective or superior in functional quality.

- A. Procurement. Software that includes workflows related to sourcing, procurement, and payment processes. Ideally, it would be a centralized system for purchase requisitions, invoice payments, billing information, contracts, and other procurement processes.
  - 1. Sourcing, Procurement and Payment Management, including but not limited to:
    - a. Formal Bids
    - b. Informal Bids/Request for Quotes
    - c. Request for Information
    - d. Request for Proposals
    - e. Request for Qualifications
  - 2. Security features for sealed submissions online (this may not be implemented right away)
  - 3. Auto tabulation
  - 4. RFP response evaluation
  - 5. Document repository
  - 6. Website Plan Holder Registration w/captcha, or similar, to authenticate vendors
- B. Contract Management. Software that provides a workflow for developing, negotiating, signing (as well as e-signing and tracking e-signatures and digital signatures of any kind) and managing the contractual documents, templates, addenda, etc. – a system that that allows the city to manage contracts and contract performance in addition to solicitations and risk management.
  - 1. Data Management – ability to create and maintain a centralized repository of vendor metadata and associated documents
  - 2. Templated contract management to include separate templates for supply contracts, SLAs, etc.
- C. Third-Party Risk Management. Software that supports inherent risk assessments, due diligence and residual risk monitoring and remediation, providing complex workflow and automation for risk management, including auto-evaluations of responses and automated risk scoring. The City should also be able to track all communications and maintain activity logbooks. Possible compliance monitoring (optional) using third-party risk handling processes.



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1. Automation of risk-based classification and risk scoring – workflow-based process for assessing new vendors (or existing vendors when a change in scope occurs), and scoring logic to calculate inherent risk levels. Additionally, automated risk scoring does the work to provide an initial response and scoring of vendor due diligence questionnaire responses.
2. Risk and performance management – ability to track risks and performance requirements with vendors, along with ability to manage the requirements throughout the life of the relationship
3. Integrations – integrate well with existing complimentary business applications (including Lawson) as well as third party risk and threat intelligence solutions that feed data on cyber threats, business health, and other similar intelligence

**D. Required System Capabilities:**

1. NIGP Commodity Code, or similar, to categorize vendor
2. Self-service Vendor Registration
3. Email solicitations, notices, and updates
4. Vendor Performance Tracking/Reporting
5. MBE/DBE Registration and Maintenance
6. Supplier notifications – automated updates for supplier notifications
7. Supplier support – on-call support from VM software supplier
8. Search functionality - ability to search and filter by diversity category, certification, area of expertise, etc.
9. Customizable – ability to customize to the city’s specific needs, including but not limited to templates, contracts, reports, etc.
10. Track status – ability to track certification status, certificates of insurance, debarment status, etc.
11. Duplicate records – ability to identify and remove or merge duplicate vendor records
12. Aggregate data – ability to aggregate data for on-demand reporting

**E. Reverse Auction Functionality**

1. Reverse auction capability that is intuitive and user friendly for both vendors and staff
2. If other auction capabilities are offered, please describe

**F. Reports**

1. Analytical Spend reports
2. Vendor Performance reports
3. Key Performance Indicators (KPI’s)

**G. Based on cost, the City is also interested in any optional System features addressing:**

1. Requisitions and Purchase Orders
2. Invoices and payments
3. Surplus Auction process





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## II. OBJECTIVES AND GOALS

### A. Objectives:

#### **Proven System**

The selected vendor and its System should have a proven history in supplying a eProcurement solution to medium-to-large size governmental organizations, equal in size to the City of Providence. A stable functioning environment is a top priority of the City.

#### **Lawson Integration**

The vendor should have experience integrating their solution with mainstream ERP systems, including Infor's Lawson platform. For the given objectives and scope, the vendor must have prior experience implementing similar solutions in a similar sized environment.

#### **System Maintenance**

The goal of this RFP is to select a System that is user-friendly and easy to maintain. To that end, the City is interested in a System that provides a Cloud-Based Solution.

#### **Automated Work Processes**

The System should eliminate duplication of work and increase efficiencies by replacing manual processes with automated role management and system workflow processes. The System should match the various components of purchasing transactions.

### B. Goals

1. **Risk Management:** The new System should allow the City to better manage its risks. For example:
  - a. Allow the City to better manage its security controls, including the reduction of third party risk attached to external vendors as well as the streamlining of data processing and storage protocols.
  - b. Establish consistency in procurement practices, methods, and outcomes through use of standards, templates, and a common set of automated tools.
  - c. Eliminate redundant and obsolete systems.
  - d. Reduce the number of duplicative sources for procurement rules, policies, information, and documents.
  - e. Reduce the re-entry of information across departments, systems, and processes to minimize errors, re-work, and duplication of effort.
2. **Cost Savings:** Over the lifecycle of the new System, it should:
  - a. Track and evaluate Vendor performance and aggregate City demand to negotiate and drive down contract pricing
  - b. Increase Vendor participation and competitiveness that drive finding the best possible product and the best value-point
  - c. Streamline and standardize current manual, paper-based procurement, contracting, and purchasing processes and practices to shorten/compress cycle times.



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- d. Provide visibility into City spend to enable Spend Analytics, Strategic Sourcing and more effective contracting.
  - e. Lower barriers for competition.
- 3. Customer Service Improvement:** The new System should provide new or improved Customer Service with the following elements:
- a. Provide a single place to perform, manage, track, and report on all procurement activities.
  - b. Establish consistent standards across all City departments that are adaptable to unique department needs.
  - c. Make it easier to use, regardless of the process or method of procurement.
  - d. Provide more effective means to collaborate on procurements within and across city departments.
  - e. Improve and expand Vendor participation through simple self-service access.
  - f. Increase transparency of City procurements through public access and visibility into City purchases (what was bought, by who, at what prices, vendor credentials, e.g. MBE/WBE certified by the State of Rhode Island, not in a debar list, etc.).
- 4. Compliance:** The new System must comply with [The City of Providence Home Rule Charter](#), [the City Code of Ordinances](#), [R.I.G.L. CHAPTER 45-55 Award of Municipal Contracts](#), [Federal Regulations \(2 CFR § 200.318\)](#), and internal City Procurement Policies that will:
- a. Improve control over spending under management, including the ability to track and report contract price and invoicing errors.
  - b. Facilitate the selection of the best and most appropriate pricing through comparisons across City contracts.
  - c. Facilitate achieving City Vendor Diversity goals and objectives through broader participation of these types of Vendors in all forms of purchasing.
  - d. Ensure that all procurement actions enhance fair, open, and transparent competition.
  - e. Improve accountability and auditability of all procurement actions.
- 5. Performance Measures:** Improving the City's ability to measure program success by performance measures or "Key Performance Indicators" (KPIs) is highly desired; therefore, the City requires proposals to include measurement recommendations. The measurements must be reportable.

### III. REQUIRED DELIVERABLES/TASKS:

**The tasks to be completed under this Scope of Work are as follows:**

- A. Tasks and Deliverables required for the System:
  1. Delivery of a cloud-based eProcurement System that includes all the requirements of this RFP and includes, but is not limited to System Access, licensing, installation, implementation, soft go-live, final go-live and final acceptance.
  2. Active Project Management with weekly progress meetings via webinar, teleconference, or in-person, as needed.
  3. Training: training for all staff and train the trainer.
  4. Acceptance Testing; prior to final payment, acceptance of the System must be approved by the City of Providence in writing.



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5. On-going Maintenance/Support/software upgrades.

**B. Schedule and anticipated Milestones:**

1. Vendor to provide a schedule of all tasks and milestones from Kick-off meeting to Final Acceptance.
2. Completion of milestones will be tied to payment via percentages. Vendor should suggest, City's consideration, a schedule of completed project milestones and associated payments that comport with the vendor's costs in completing the requirements of the contract. However, the City requires a substantial payment (not less than 30% of the total contract price) be tied to the final Go-Live and not less than 5% tied to Final Acceptance. A final Contract Price and schedule of payments to Vendor will be presented to the vendor after the Board of Contract and Supply met and approved a recommendation from the City's eProcurement System working group.

**IV. REQUIRED PROPOSER RESPONSE:**

Proposers are to provide, describe, or answer all of the following. Where there is no response please indicate with "N/R" and describe why there is no response.

- A. Proposal Response Cover Sheet. This is to be the first document of the Proposal. It must include the legal name of the Proposer, the name of a contact person and title, and contact information. Cover Sheet must have the proposal amount both in figures and written. All addenda issued shall be acknowledged by checking the box of the addenda number and inserting the date it was issued.
- B. eProcurement System Cost Proposal. Please provide costs for your System, based on the scope of this RFP, and any pricing considerations of which the City needs to be aware.
  1. Describe your pricing model for implementation, training, licensing, annual subscription, annual maintenance, etc. Please provide a first-year cost of your System with line items for each element that involves a cost to the City.
    - a. Please identify what kind of support models you offer for any maintenance on your System. Please explain in detail any costs associated with the different maintenance/support models.
  2. Please provide an annual cost itemized for years 1 – 5 (the two annual renewals included) inclusive of all costs e.g. licensing, maintenance, support, access fees, etc.
  3. What is the cost of storage of City data records? Storage of records will be a minimum of five (5) years and possibly up to ten (10) years.
  4. If there are other charges or fees associated with use of your System, please explain and provide pricing.
  5. What are the Lawson integration requirements, including data exchanges, table definitions, schedules, and methodology?
- C. Proposal Signature Pages. This is to be the second document of the proposal. Proposal must be signed by the authorized representative of the Proposer and must represent that said representative has read the contents of the RFP; any subsequently issued Addenda and has no objections to the requirements therein, other than what may be stated therein.
- D. Subcontractors. Proposer shall identify all subcontractors it intends to use in its anticipating dealing with the City.



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- E. Letter of Introduction. Provide a letter of introduction and the third document of the proposal. Briefly introduce your company, provide the location of the office that will be primarily responsible for the work, and identify the contact person in your organization for correspondence with the City.
- F. Company History. Provide a brief history of your company. Include the number of offices, location, total number of employees, and type of services that your company performs.
- G. Unique Qualifications. Please present information concerning your company's unique qualifications for performing the services required in this RFP. Identify staff that is trained or exceptionally knowledgeable in the services required in this RFP.
- H. Project Experience and References. Provide a summary of your company's experience in providing the services required in this RFP, in which your company was the prime contractor. Detail the locations, types of services performed, and examples or provide links to web-based products (limit the number of examples to between three and five projects). In particular, highlight previous experience with City, State, or other governmental entities. Provide, at a minimum, three (3) client references (including names, titles, and telephone numbers) for similar services, as required in this RFP, that your company has provided. By providing such references, you agree that neither the City, nor the clients referenced, shall have any liability regarding the provision of such references of the City's use of such reference in making a selection under this RFP.
- I. Proposed Approach to Project. Explain your company's overall approach toward the Scope of Work in Exhibit A and the coordination of activities necessary to provide the services as required in this RFP. Proposed approach shall include, but not be limited to:
1. A detailed description of your System key highlights, functions, user experience, and what differentiates your System from other e-Procurement market players.
    - a. Describe Solicitation Functions of your System;
    - b. Describe the Workflow Management of the Solicitation Process;
    - c. Describe how electronic bid submittals that require bid security are handled? See the [City's Code of Ordinances Sec. 21-27](#) and [R.I.G.L. § 45-55-5](#) for competitive sealed bidding requirements.
      - i. Please describe the submission of bid security for certified checks,
    - d. Describe the Vendor Registration in detail.
      - i. Self-Registration or other method?
      - ii. Commodity Code(s) Utilized? Describe what commodity codes are utilized.
      - iii. Describe Email Notices to Vendors;
      - iv. Vendor Performance Reporting Capabilities?
    - e. Describe the modules available in your System;
    - f. Describe Reverse Auction Capabilities in detail;
    - g. Describe if your System includes solicitation capabilities for Formal Sealed Bids (Projects/Purchases over \$5,000; The City publicly publishes solicitation for all potential vendors);
    - h. How does your System provide for the submission of:



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- i. Sealed bids from vendors over the internet, with appropriate security to ensure that bids cannot be opened or viewed prior to the schedule opening dates and time, except that the bidder may make revisions to their own bid prior to the bid opening?
- ii. Informal Bids/Request for Quotes (Projects/Purchases under \$5,000; the Purchasing Department sends solicitation to select vendors for bids, bids are received and opened by Purchasing and a recommendation is sent to the department).
- iii. Emergency Bids (Projects/Purchases over \$5,000; departments contact Purchasing explaining why there is a need for soliciting quotes informally; departments prepare a communication to the Board of Contract and Supply);
- iv. Request to use Purchasing Cooperative Contracts
- v. Request for Proposals responses;
- vi. Request for Qualifications responses (solicitation professional services from architects/engineers);
- vii. Describe if there is a vendor response evaluation component to your System for the Request for Proposal process or the Request for Qualifications process.
- i. Describe any reporting capabilities of your System.
  - i. Analytical Spend reports;
  - ii. Vendor Performance reports;
  - iii. Other reports.
- j. On-going Maintenance/Support/Software Upgrades: please describe in detail including service levels, hours of operations for staff and vendor questions/help, software upgrade plan and roll out.
- k. What technical support do you offer if City staff encountered problems with your System? Is technical support offered 24 hours a day/seven days a week or are there only specific hours you can assist with malfunctions in your System?
  - i. Is the support center located in the United States? If not, what country?
  - ii. What kind of technical support do you offer to vendors using your System?
- l. Please describe your Technology Refresh plan and schedule.
- m. Describe if your System is user-configurable or if it needs to be customized by your IT personnel?

**J. Project Management.**

1. Submit a phased timeline with monthly milestones that correspond to or approximate, the requirements in this RFP from kick off meeting to Final Acceptance, including the following elements:
  - a. Implementation: technology transition approach (e.g. phased vs. one-time full rollout), quality assurance process, acceptance procedures, data transfer/disposal/provisioning (approach for physical transfer vs. electronic transfer activities).
  - b. Proposed schedule for implementation from kick off meeting to go-live.
  - c. Training of Staff on your System.
2. Describe how costs will be minimized during the course of the project.
3. Describe how issues/conflicts will be resolved.
4. Describe your company's typical Acceptance Testing phase for a Final Acceptance/final payment.



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- K. Functionality. Please describe the user experience with your System and show screenshots, where applicable, preferably with an emphasis on the following elements:
1. Intuitive user interface
  2. Ease of use
  3. Ease of access
  4. Ease of reporting
  5. Intuitive workflows
  6. Minimal number of screens and clicks
  7. Configurable work view/home screens
  8. Automated processes (copy, auto-fill, etc.)
  9. Search capabilities
- L. Key Personnel. Provide a list of key personnel who have specialized experience and expertise relating to the services in this RFP. List only those that are likely to actually perform the work described in this RFP. Provide curriculum vitae for each that details their education, experience, and special expertise. Also include the company name and key team members of any subcontractors you anticipate using for this project.
- M. Is your company currently involved in arbitration and/or litigations for any reason? If so, provide a response to this question and explain.
- N. Have you or your company ever filed for reorganization or bankruptcy during the past five years? If so, provide dates and resolution.
- O. Affirm that your company is willing to accept the standard terms and conditions attached as to this RFP
- P. Please describe how your proposed System meets or exceeds, or fails to meet, each element of this Scope of Work.

**SCOPE OF WORK  
QUESTIONS**

**If your proposal has not already addressed the items below, please include responses to the following:**

1. How does your System utilize a web browser interface? Does it allow government agencies and vendors with internet access to utilize the System without the need to obtain any proprietary software? Which browsers is your system compatible with?
2. How does your System provide security features for the data transmitted through the System?
  - a. Is the System FISMA compliant? Are the servers located in the United States?
  - b. How do you encrypt data during transmission and when stored? Please describe.
3. Is your System dependent on Content Delivery Network's (CND) such as CloudFare, AWS, MaxCND?



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4. Where are your data centers located?
5. Is each data center SSAE-16 Audited and will copies of each audit be provided prior to executing a contract?
6. Please provide uptime data for the past three (3) years or since inception if less than three (3) years (provide the 9's).
7. Describe the security operations in place at the data center such as intrusion detection, intrusion protection, and event monitoring and incident response.
8. Describe the data transfer bandwidth and storage space that will be provided as part of the standard offering.
9. Describe the redundancy in Internet service providers, carriers, and connections in and out of your data center.
10. Describe the disaster recovery solution, plan and recovery services that is included to enable System software service delivery to resume as normal within hours of experiencing a critical system failure or catastrophic event that prevents System software from functioning properly.
11. Describe the incident management, change management, service request management, capacity and availability management that are performed in connection with infrastructure and applications that are hosted at your data center facility.
12. Describe the different safeguards in place to protect and shield City data especially sensitive data such as Personally Identifiable Information or Critical financial or claim information.
13. Does your application provide API integration?
14. Please address how the registration of current City vendors would be transferred into your database system? (Data Import.)
15. Is your System capable of providing selective e-mail and fax notification of bidding opportunities to registered bidders and posting of all solicitation opportunities to an online public site?
16. Does your System automatically generate an electronic document in PDF format that can be provided to suppliers needing to submit hard copy bids or quotes in response to a solicitation (at the moment we are only accepting paper bids, but this may change).
17. How does your System provide for the submission of formal sealed bids, informal bids, RFP's, quotes, etc. from vendors that need to submit a hard copy?



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18. Does your System tabulate bids or quotes after they are opened? And if approved by Purchasing, make the tabulations available for the viewing over the Internet?
19. Is your System capable of notifying the bidders of intent to award, and the award of the contract via email?
20. Is your System able to generate a searchable contract catalog for use by government agencies?
21. How does your System provide an audit trail for all System access, transactions and correspondence through the System?
22. For how many years is your System capable of storing records? Storage of records will be a minimum of 5 years and possible up to 10 years. Additionally, provide an annual cost for storage if applicable.
23. Does your system offer uploadable documents into your System?
  - a. How does your System allow for direct scanning of paper documents into the System?
24. Does your System offer electronic signatures or identity verification of submitters?
25. How will you handle onboarding and offboarding of users?
26. Is Just In Time Provisioning available?





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## **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.



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**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.