



BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND

# REQUEST FOR PROPOSALS

Item Description: **RE-BID OF PROJECT MANAGEMENT SOFTWARE**

Date to be opened: **MONDAY, OCTOBER 24, 2022**

Issuing Department: **PROVIDENCE WATER**

## 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:
  - Christian Lopez – Project Engineer, [christianl@provwater.com](mailto:christianl@provwater.com)
  - Peter DiLorenzo – Division Manager, [pdilorenzo@provwater.com](mailto:pdilorenzo@provwater.com)

## Pre-bid Conference

**THERE IS NO PRE-BID CONFERENCE**



**BOARD OF CONTRACT AND SUPPLY  
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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.***



**BOARD OF CONTRACT AND SUPPLY  
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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 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.)



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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.



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**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 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](http://www.mbe.ri.gov). Business NAICS codes can be found at

<https://www.naics.com/search/>

Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
					\$
					\$
					\$
					\$
					\$
					\$
<b>A. MBE SUBCONTRACTED AMOUNT:</b>					\$
<b>B. WBE SUBCONTRACTED AMOUNT:</b>					\$
<b>C. NON-MBE WBE SUBCONTRACTED AMOUNT:</b>					\$
<b>D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:</b>					\$
<b>E. TOTAL AMOUNT OF BID (SUM OF A, B, C, &amp; D):</b>					\$
<b>F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Divide the sum of A and B by E and multiply result by 100).</b>					%

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





**BOARD OF CONTRACT AND SUPPLY**  
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# **BID PACKAGE SPECIFICATIONS**



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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.
- PROOF OF INSURANCE



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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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CITY OF PROVIDENCE, RHODE ISLAND**

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

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



## INVITATION TO PROPOSE

Providence Water (PW), acting through the City of Providence Board of Contract and Supply, is soliciting proposals from qualified firms for Project Management Software for Providence Water.

To schedule an appointment to discuss the project or for any and all questions pertaining to the Request for Proposals must be submitted to Mr. Christian Lopez, Project Engineer and Mr. Peter DiLorenzo, Division Manager telephone number (401) 521-6300, Ext. 7253 and 7230 respectively or by email at [christianl@provwater.com](mailto:christianl@provwater.com) and [pdilorenzo@provwater.com](mailto:pdilorenzo@provwater.com).

No proposal may be withdrawn for a period of ninety (60) calendar days subsequent to the opening of proposals.

PW reserves the right to waive any informality in or to reject any or all proposals as deemed to be in its best interests.

### 1.01 Introduction

- A. Providence Water is the main supplier of water for approximately 600,000 people in the State of Rhode Island through its Philip J. Holton Water Purification Plant located in Scituate, RI. In addition to wholesaling water to nine water utilities in the greater Providence area, PW directly serves customers in four communities. In these four communities, PW has a large number of assets including six distribution reservoirs, eleven pump stations, 1000 miles of water mains, 5700 hydrants, and 77,000 meters and service connections through which it provides water for domestic and industrial use and fire protection to its customers.
- B. PW currently utilizes various different software's that do not communicate with one another and are sometimes not somewhere that is accessible to other potential users.
- C. Under this project, PW is seeking proposals to provide a Project Management Software to assist with the management of Capital Improvement and Infrastructure Replacement Projects.. PW is seeking to combine required actions such as shop drawings, RFIs, pay requests, submittals into one program.

### 1.02 Scope of Work

- A. Unlimited Licenses (or a per user license rate as an alternative) of Project Management Software based on an annual Construction budget of \$35M a year.
- B. Three (3) year fee commitment for Software, Maintenance and Support (including software upgrades)
- C. Optional Training Proposal (Training of software and assistance with configuration / setup of projects).

### 1.03 Scope of Services

- A. It is the intent of PW to utilize the successful proposer's software to perform the work described in Section 1.01.

- B. The successful proposer must provide PW with the various software licensing options, and their associated costs, for the software as requested in Section 1.02 and further described in Section 1.05 – Software Requirements.
- C. The successful proposer must provide PW with fixed yearly pricing for up to Three (3) years of software, support and maintenance. This should include any and all updates to the proposer's software during the support period.

#### 1.04 General Requirements

- A. The successful proposer must make available to PW the required software within thirty (30) days of the notice of award and intent to purchase.
- B. It is the responsibility of each Proposer before submitting a Proposal to:
  - 1. Examine thoroughly the Contract Documents and other related data identified in the Proposal Documents;
  - 2. Consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
  - 3. Study and carefully correlate Proposer's knowledge and observations with the Contract Documents and such other related data; and
  - 4. Promptly notify PW of all conflicts, errors, ambiguities, or discrepancies that the Proposer believes to have discovered in the Proposal Documents.
- C. The proposer, upon request, may review all files and documents necessary for the preparation of a proposal. PW shall make copies of such files and documents readily available for Proposer's review. Should the Proposer request copies of any such files or documents, Proposer will be required to sign PW's confidentially and Non-Disclosure Agreement prior to obtaining documents. Neither PW nor PW's Consultant (if any) assume any responsibility for errors or misinterpretations resulting from the failure of the Proposer to utilize all available information in preparing a proposal.
- D. PW makes copies of documents available on the above terms only for the purpose of obtaining Proposals for the Work and does not confer a license or grant for any other use.

#### 1.05 Software Requirements

- A. Unlimited licenses
- B. Options for mobile users including the ability to have access on a tablet.
- C. Contains tools for field markups of drawings, RFIs and submittals.
- D. Able to customize work flows for various submissions. i.e. shop drawings, RFIs, pay requests, design drawings, etc.
- E. The ability to track the submission / approval of invoices.
- F. Contains tools for budget tracking, planning and design coordination and meetings.

- G. Unlimited Data Storage
- H. Unlimited 24/7 software support
- I. Please provide options for functionality such as asset management integration with Cityworks, equipment tracking, and/or offline access

#### 1.06 Proposal Submission Requirements

##### A. Instructions for Completion

1. PW requires the Proposer to submit one original and two copies of their Proposal. The proposal must demonstrate that the proposer's software addresses all of the requirements outlined herein and must describe any additional services the Proposer feels will be necessary for PW to fully utilize the proposed software. **These additional services will be procured separately from this contract if necessary.**
2. Proposers to this RFP should follow the proposal format as outlined below. Failure to adhere to the prescribed proposal format will result in finding the Proposal non-responsive. Failure to respond to all requirements will result in rejection. Exceptions to any part of this RFP should be fully noted and explained in the Proposer's letter.

##### B. Proposal Format

1. Cover Letter
  - a. A cover letter providing a brief history of the responding firm, organization, and appropriate registration number is required. The letter should indicate the principal of the firm who will be PW's primary point of contact during negotiations. The individual must have authority to negotiate all aspects of the scope of services and provisions on behalf of the Proposer. The cover letter transmitting the Proposal must be signed by an officer authorized to bind the Proposer to the terms and conditions of this RFP.
2. Section 1 – Technical Proposal
  - a. The following must be submitted to support the Proposer's Technical Proposal. This section is intended to be the heart of the proposal and is where the proposer should demonstrate the capabilities of software including its ability to satisfy the requirements of Section 1.05. Responding Firms should consider PW's evaluation method described in Section 1.09 when developing their Technical Proposal.
  - b. *Past Performance:* Provide at least five (5) references that have utilized the software for similar tasks as described in this RFP. For each reference, submit names, addresses, and current telephone numbers of the owners. (These individuals may be contacted as part of the selection/evaluation process).
  - c. Additionally, the proposer should make note of any additional services that may be required to complete all described tasks and whether or not those services are included in the base bid.

3. Section 2 – Price Proposal

- a. Proposers must provide their prices on and in the format of the enclosed Bidder's Blank. The Proposer must also include a breakdown of costs for the individual line items included in their proposal including any alternates proposed.
- b. Proposers must provide a clear description of both the initial costs and the ongoing cost of each piece of software proposed. If the base package of software proposed is not all inclusive of the capability requirements described in Section 1.05 the costs of any individual modules required to provide those capabilities must be included and identified separately.
- c. Proposers must also provide all schedules of fees identified herein with their proposal submission.

4. Section 3 – Alternates

- a. Alternate products outside the scope of this RFP will be considered. The proposing firm should clearly indicate and describe in detail any additional products or services offered in the body of their proposal and clearly demonstrate the benefits of the additional products or services. PW is specifically interested in evaluating the options that exist for training on all of the software included in the proposal as well as the availability and costs related to any additional modules above and beyond the requirements of this RFP that may be available.

5. Section 4 – Miscellaneous

- a. Fill out and submit, with the proposal, the Bidder Information and Forms located elsewhere in this RFP. Proposals that do not have completed Bidder Information and Forms will not be considered. In addition, provide any other information that you believe would be helpful to PW in evaluating your firm's qualifications and Proposal.

C. Miscellaneous Instructions

1. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
2. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
3. All names must be typed or printed in black ink below the signature.
4. The Proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be included on the Proposal).
5. Any and all labor performed under this contract must follow the rules and regulations of the State Labor Laws concerning payment of prevailing wages.

6. The address and telephone number for communications regarding the Proposal must be shown.
  7. Evidence of authority to conduct business as an out-of-state corporation in the state of Rhode Island shall be attached. State contractor license number, if any, and professional registration numbers must also be shown if required.
- D. PW, through the Board of Contract and Supply, reserves the right to make an award or to reject any and all offers based upon what it considers to be in its best interest.
- E. The chosen firm(s) will be under contract to the City of Providence, Providence Water Supply Board.

#### 1.07 Qualifications / Experience of Firm

- A. PW reserves the right to ask firms to attend a meeting with PW representatives, prior to award, to help in determining Proposer qualifications.
- B. Only Proposers meeting all qualifications will be considered.

#### 1.08 Payment

- A. Software Cost
  1. Options for lump sum payment and any potential discounts, or annual subscription compensation for furnishing all required licenses, software maintenance and support specified in this RFP. Lump sum may be invoiced following delivery of software licensing.
- B. All payment requests must be submitted to the attention of Christian Lopez, Project Engineer at Providence Water, 125 Dupont Drive, Providence, RI 02907.
- C. The Successful Proposer shall provide any other documentation required by PW to process the payment request.

#### 1.09 Proposal Evaluation Criteria

- A. In evaluating Proposals, PW will consider the qualifications of Proposers, whether or not the Proposals comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Proposal Submission Requirements or prior to the Notice of Award.
- B. PW may conduct such investigations as it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other individuals and entities to perform and furnish the Work in accordance with the Contract Documents.
- C. PW reserves the right to reject any or all Proposals, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Proposals and to reject the Proposal of any Proposer if PW believes that it would not be in the best interest of the

Project to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is deemed unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by PW. PW also reserves the right to waive all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Proposer.

D. Evaluation Criteria

1. The following will all be factors in the determination of the successful Proposer:
  - a. Ability of the software to satisfy the requirements of section 1.05.
  - b. Software cost relative to value received.
  - c. Annual licensing and maintenance costs relative to the value received.
  - d. Quality and completeness of the proposal submission.
2. The following table indicates the relative significance of each criteria to be used in determining the successful proposer:

Evaluation Criteria	Distribution
1. Ability of the software to satisfy the requirements of section 1.05.	30%
2. Cost relative to the value received - software	30%
3. Cost relative to the value received - annual licensing costs.	30%
4. Quality and completeness of the proposal submission.	10%

1.10 Closing Comments / Contacts

- A. All questions about the meaning or intent of the Proposal Documents are to be directed to PW. Interpretations or clarifications considered necessary by PW in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by PW as having received the Proposal Documents. Questions received less than seven days prior to the date for opening of Proposals may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Proposal Documents as deemed advisable by PW.

1.11 Supplemental Information - The following questions were asked regarding this project. Please refer to the bolded and italicized text for Providence Water’s response:

- A. Could you please identify the number of employees in the Providence Water department that intend to use this tool? ***PW initially intends to utilize this software for up to 30 PW Employees, PW may decide to expand the use of this software to a larger group and would like the proposer to provide alternate pricing for doing so if it is different than what is being initially proposed for the initial setup. (Per user rates vs. unlimited users lump sum.***
- B. In order to more accurately quote the training, consulting and license needs, please provide a high-level breakout of the users’ roles. For example, how many users work in each of the following areas:
  - a. How many work with cost management? ***Approximately 10 employees would fill this role.***





- b. How many work in field management? *Approximately 10 employees would fill this role.*
  - c. How many are officials and require read-only and/or ability to approve business processes? *Approximately 10 employees would fill this role.*
  - d. Approximately how many 3rd parties (architects, Contractors, Consultants)? *There likely will be a significant number of 3<sup>rd</sup> parties utilizing this software, for planning purposes PW estimates approximately 30 individuals may fill this role, again this number may increase should PW roll out this software to a larger group.*
- C. On the Invitation to Propose the document states “No proposal may be withdrawn for a period of ninety (60) calendar days subsequent to the opening of proposals.” Is the window 60 days or 90 days? Sixty (60) Days
- D. Section 1.02 Scope of Work, Item C states “Optional Training Proposal (Training of software and assistance with configuration/ setup of projects).” Is PW looking for the proposer to assist in data migration of projects identified by PW? If so, approximately how many projects would that be? And does that data migration include Budgets, Contracts, Change Orders and Invoices? Is there other data to be migrated to the new system? *PW does not currently utilize project management software, data migration would be minimal if any. The successful proposer will train PW personnel on how to start a new project, how to set up new project budgets, contracts, invoices, shop drawings, etc. PW would also like on call services available should PW personnel need further assistance utilizing the software.*
- E. Can you give an approximate number of projects you have per year which makes up the \$35M annual Construction Budget? *15-20 a year.*



**Lump Sum Pricing**

Software Package Provided \_\_\_\_\_

Unlimited License Cost \_\_\_\_\_ Per Year

OR

Per License Cost \_\_\_\_\_ Per Year

**Subscription (Annual) Pricing**

Software Package Provided \_\_\_\_\_

Unlimited License Cost \_\_\_\_\_ Per Year

OR

Per License Cost \_\_\_\_\_ Per Year

**Additional Software Options**

Please include a list of additional software options with costs:

**Data**

Please provide a summary of who will own the data and what will happen to the data if the software is no longer required:

## **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