

REQUEST FOR PROPOSALS

Item Description: SECUREWORKS TAEGIS XDR LICENSES (EXP. 4/1/2026)

Date to be opened: MONDAY, MARCH 13, 2023

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 department.

o Phone: (401) 680-5264

o Email: purchasing@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
 - o Phone: (401) 680-5766
 - o Email: gdiaz@providenceri.gov
 - Please use subject line "MBE WBE Forms"
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert:
 - RICHARD PIMENTAL (401) 521-6300 ext.7106 richardp@provwater.com

Pre-bid Conference

THERE IS NO PRE-BID CONFERENCE



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 3rd floor of City Hall.

- Bidders must submit 2 copies of their bid in sealed envelopes or packages labeled with the captioned Item Description and the City Department to which the 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 <u>do not</u> 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

**<u>PLEASE NOTE</u>: 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.

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



BID PACKAGE CHECKLIST

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

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

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2nd page (see page 7 of this document)
- Bid Form 3: Certificate Regarding Public Records (see page 8 of this document)
- 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 <u>ALL</u> required signatures. Forms without all required signatures will be considered <u>incomplete</u>.

- 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, <u>if requested</u> (as indicated on page 5 of this document under "Bid Terms")

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

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



NOTICE TO VENDORS

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



BID TERMS

1.	Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance						
	must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The						
third checkbox indicates the lowest responsible bidder will be contacted and required to post							
	be awarded the contract.						
	a) A certified check for <u>\$</u> 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.



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
<u> </u>	

Title



BID FORM 2: Certification of Bidder

(Non-Discrimination/Hiring)

Up	pon behalf of	(Firm or Individual Bidding),
Ι,		(Name of Person Making Certification),
bei	eing its	(Title or "Self"), hereby certify that:
1.	Bidder does not unlawfully discriminate on the b orientation and/or religion in its business and him	asis of race, color, national origin, gender, sexual ang practices.
2.	All of Bidder's employees have been hired in collaws, rules and regulations.	mpliance with all applicable federal, state and local
I af	affirm by signing below that I am duly authorized or	n behalf of Bidder, on
this	isday of	20
		Signature of Representation

Printed Name



BID FORM 3: Certificate Regarding Public Records

Upon	behalf of	(Firm or Individual Bidding),
Ι,		(Name of Person Making Certification),
being	its	(Title or "Self"), hereby certify an
unders	standing that:	
1.	(RFQ's), documents contained v	equests for Proposals (RFP's) and Requests for Qualification nin, and the details outlined on those documents become public rk's office and opening at the corresponding Board of Contract
2.	effort to request that sensitive/pe	e issuing department for this RFP/RFQ have made a conscious onal information be submitted directly to the issuing erification of specific details is critical the evaluation of a
3.		nation may be crucial to evaluating bids. Failure to provide acation, or an inability to appropriately evaluate bids.
4.	If sensitive information that has defined supplemental information submitted to the City Clerk, the	t been requested is enclosed or if a bidder opts to enclose the prior to the issuing department's request in the bidding packet y of Providence has no obligation to redact those details and e information becoming public record.
5.	The City of Providence observes the bidding packet may not be so	public and transparent bidding process. Information required in nitted directly to the issuing department at the discretion of the remation, such as pricing terms, from becoming public. Bidders
I affir	m by signing below that I am duly	thorized on behalf of Bidder, on
this	day of	20
		Signature of Representation

Printed Name



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 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/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 property. 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/oeo/ or 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. 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. 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 or (401) 680-5766.



MBE/WBE PARTICIPATION AFFIDAVIT Project /Item Description (as seen on RFP):

Prime Bidder: Company Name, Address and Trade:	Contact Email and Phone
	business' status in terms of Minority and/or Woman-Owned Business Enterprise MBE WBE Neither MBE nor WBE
representative of contractor, I make this It is the policy of the City of Providence that have the maximum opportunity to participat	gning the bottom of this document in my capacity as the contractor or an authorized Affidavit: It minority business enterprises (MBEs) and women business enterprises (WBEs) should te in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 Chapter 31-14 et seq. of the Rhode Island General Laws (as amended), MBE and WBE
The goal for Women's	Business Enterprise (MBE) participation is 10% of the total bid value. Business Enterprise (WBE) participation is 10% of the total bid value. mbined MBE/WBE participation is 20% of the total bid value.
If awarded the contract, I understand that my Providence (MBE/WBE Office), copies of a	oals of supporting MBE/WBE certified businesses. Initial y company must submit to the Minority and Women's Business Coordinator at the City of all executed agreements with the subcontractor(s) being utilized to achieve the participation eral Laws. I understand that these documents must be submitted prior to the issuance
I understand that, if awarded the contrac	et, my firm must submit to the MBE/WBE Office canceled checks and reports uarterly basis verifying payments to the subcontractors(s) utilized on the
	am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand and WBE firm(s) to meet the participation goals. <u>I understand that I may not make a tten approval of the MBE/WBE Office.</u>
records and files of my firm from time to firm is complying with the City's MBE/W	at authorized representatives of the City of Providence may examine the books, time, to the extent that such material is relevant to a determination of whether my VBE participation requirements.
Initial I do solemnly declare and affirm under the to the best of my knowledge, information	he penalty of perjury that the contents of the foregoing Affidavit are true and correct, and belief.
Signature of Bidder	Printed Name
Company Name	Date



BOARD OF CONTRACT AND SUPPLY

CITY OF PROVIDENCE, RHODE ISLAND

SUBCONTRACTOR DISCLOSURE FORM

Fill out this form only if you WILI		ACT with	other parties.	If you will not subco	ontract any portion of the
roposed bid, do not fill out this fo rime Bidder:			Primary NAI	CS.	
ode:			_ I Illinary 147 H	C5	
em Description (as seen on RFP):					
lease list all Subcontractors belov				-	
te dollar amount to be subcontracted ertified MBE/WBE firms is located					ectory of all state-
ttps://www.naics.com/search/	at www.moc.m	.gov. Dusii	icss wates co	des can be found at	
Proposed Subcontractor	МВЕ	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
					\$
					\$
					\$
					\$
					\$
					\$
A. MBE SUBCONTRACTED A	MOUNT:				\$
B. WBE SUBCONTRACTED A	MOUNT:				\$
C. NON-MBE WBE SUBCONT	RACTED AMO	OUNT:			\$
D. DOLLAR AMOUNT OF WO	ORK DONE BY	THE PR	IME CONTR	ACTOR:	\$
E. TOTAL AMOUNT OF BID	SUM OF A, B,	C, & D):			\$
F. PERCENTAGE OF BID SUF (Divide the sum of A and B by F				Es.	
lease read and initial the following swarded to MBE or WBE vendors is VBE, you must fill out the MBE/Voureach Director. Initial	less than 20% (VBE WAIVER	Box (F) an	d the prime co	ntractor is NOT a Rh	ode Island State-certified MBE
ignature of Bidder			Printed Name		



MBE/WBE Waiver Request Form

Fill out this form only if you did not meet the 20% MBE/WBE participation goal. State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at mbe-wbe@providenceri.gov, for review **prior to bid submission.** This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is need it City Department Directors should not** recommend a bidder for award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.

		Contact Email and Phone	
Prime Bidder: Company Name, Address:		Trade	
Project /Item Description (as seen	on RFP):		
whom you interacted, and the reas	on the MBE/WBE company of	could not participate on this pro	
MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?
waiver of % MBE/WBE	(20% minus the value of Box	F on the Subcontractor Disclo	of the total bid value. I am requesting osure Form). If an opportunity is effort will be made to select MBE/W
Signature of Prime Contractor / or Date Signed	Duly Authorized Representat	tive Prin	ted Name



BID PACKAGE SPECIFICATIONS



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 <u>NOT</u> 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.

<u>All bids submitted to the City Clerk become public record</u>. 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



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



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.

Certificate of Insurance

1. The Original Certificate of Insurance must be mailed to:

Providence Water

125 Dupont Drive Providence, RI 02907

Attention: Elizabeth Paquin

2. Certificate must be completely filled out listing all Insurance Companies, Coverage's. and Limits. Providence Water (PW) require the following Certificate must be completely filled out listing all Insurance Companies, Coverage's. and Limits. Providence Water (PW) require the following insurances requirements.

Required	Coverage
required	Worker's Compensation and Occupational Insurance: In statutory amounts,
X	Covering all employees of the contractor. Employer's liability coverage with
	limits of not less than \$500,000.00/ each accident or illness shall be included.
	Commercial General Liability Insurance: Commercial Liability Il1surance with
	limits of not less than \$1,000,000.000 per occurrence, for bodily injury and/or
	property damage 1iabilily \$2,000,000.000 in the aggregate. Products/completed
	operation, independent contractors, and contractual liability coverages are to be
X	included. No exclusions for rigging, hoisting, explosions, collapse and/or
	underground. Completed operations coverage must remain in effect for a period
	of not less than 2 years after the completion of all work. "The City of Providence,
	Providence Water, its officers and agents are to name as an additional insured."
	Automobile Liability Insurance: When any motor vehicles are used in
	connection with the work to be performed the Contractor shall maintain
X	Automobile Liability Insurance with limits of not less \$1,000,000.00 per
	occurrence, combined single limit, for bodily injury and property damage. "The
	City of Providence, Providence Water are to be named as additionally insured."
	Builder's Risk Policy: When a free standing unit is to be constructed or any
	addition to our facilities made in connection with the work specified, the
	Contractor must provide Builder's Risk Insurance or an Installation Floater
	covering all risks with limits equal to the award of the contract.
	Professional Liability Insurance: When any architects, engineers, or consulting
	firms perform work in connection with any contract, the contractor shall maintain
	Profession al Liability Insurance will1limits not less than \$2,000,000.00 per
	occurrence and aggregate.

- 3. The insured name must be the same name as the name on the bid submitted.
- 4. Insurance Certificates should state the Title of Project to be performed.

- 5. Certificate must read "The City of Providence, Providence Water, its Officers and Agents are named as additional insured."
- 6. Certificate Holder provision of the certificate must list "The City of Providence and Providence Water."
- 7. Cancellation and/or reduction in coverage must provide 30 days' notice.
- 8. The successful bidder must produce a satisfactory Certificate of Insurance within 10 days after award. No work will begin or contract signed unless all these requirements are met. Failure to do so may result in the cancellation of the award and award to another bidder.
- 9. The insurances specified shall be carried until all work required to be performed under the terms of the CONTRACTOR's services are satisfactorily completed and for a period of at least two years after the date when final payment becomes due. Failure to carry or keep such insurance in force shall constitute a violation of the contract, and the Providence Water \ maintains the right to stop work and/or withhold payment until proper evidence is provided.
- 10. The insurance shall provide for 30 days' prior written notice to be given to the Providence Water in the event coverage is substantially changed, canceled, or not renewed.
- 11. In no case shall the coverage limits staled for Commercial General Liability, Automobile Liability, or Professional Liability insurance stated above be less than the total contract amount. If the total contract amount exceeds any stated limit, the limit shall be adjusted lo the satisfaction of the OWNER to the next highest \$1,000,000.00 exceeding the total contract amount.
- 12. Providence Water maintains the right to modify, delete, alter or change these requirements.
- 13. The successful bidder understands and agrees that any insurance protection furnished by the CONTRACTOR hereunder shall in no way limit its responsibility to indemnify and save harmless Providence Water.
- 14. For additional Information contact Elizabeth Paquin at (401)521-6300 ext. 7227

(SAMPLE ATTACHED)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

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DESCRIPTION AND / OR SPECIFICATIONS

125 Dupont Drive PROVIDENCE, RHODE ISLAND 02907 Telephone: (401) 521-6300

REQUEST FOR PROPOSALS

For: Secureworks® Taegis XDR

Licenses

Proposal Due Date/Time: Monday, March 13, 2023

2:00 PM

Delivery Address: Department of the City Clerk

Room 311 City Hall

10 Dorrance Street

Providence, Rhode Island 02903

Project Contact: Richard Pimental

Director of Information Security

Providence Water

Telephone: (401) 521-6300 x7106

Email: richardp@provwater.com

February 2023

REQUEST FOR PROPOSAL

Providence Water (PW), acting through the City of Providence Board of Contract and Supply, is soliciting proposals from qualified firms for Secureworks[®] Taegis XDR Licenses for Providence Water.

Proposals will be accepted by the Board of Contract and Supply at the Department of the City Clerk, Room 311, City Hall, Providence, Rhode Island 02903 until 2:00 PM, on the 13th day of March 2023. At 2:15 PM, they will be publicly opened and read aloud at the Board of Contract and Supply meeting held in City Hall Chambers, Third Floor, City Hall, Providence, Rhode Island 02903.

The Request for Proposals will be made available to prospective proposers at the City of Providence Purchasing Department, Room 305, City Hall, Providence, Rhode Island 02903 on or after February 13, 2023. Only one set of documents will be distributed to each prospective proposer.

To schedule an appointment to discuss any and all questions pertaining to the Request for Proposals must be submitted to Mr. Richard Pimental, Director of Information Security, Providence Water, telephone number (401) 521-6300, Ext. 7106 or by email at richardp@provwater.com.

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. Introduction

- a. Providence Water is seeking proposals for the acquisition of right-to-use licenses for the Secureworks® Taegis XDR platform
- b. Please read all instructions carefully, bids submitted that do not comply with all proposal instructions may result in a disqualified bid

2. Scope of Work

- a. Quantity of One Thousand One (1001) Software Licenses of Secureworks® Taegis XDR platform; Secureworks® SKU: Taegis XDR TG-XDR-SW-002500
- b. Quantity of One Thousand One (1001) Managed Services Licenses of Secureworks[®] Taegis XDR platform; Secureworks[®] SKU: Taegis XDR TG-XDR-M-002500
- c. Bidders must provide 36-month (3 year) term when submitting proposals for above mentioned licenses

3. Scope of Services

- a. Bidders must provide 36-month (3 year) term when submitting proposals for above mentioned licenses
- b. No additional services are being bid in respect to this Request for Proposal (RFP)

4. General Requirements

a. The successful proposer must make available to Providence Water the software and managed services licenses within ten (10) days of the notice of award and intent to purchase

5. Software License Requirements

- a. Quantity of One Thousand One (1001) Software Licenses of Secureworks® Taegis XDR platform; Secureworks® SKU: Taegis XDR TG-XDR-SW-002500
- b. Quantity of One Thousand One (1001) Managed Services Licenses of Secureworks[®] Taegis XDR platform; Secureworks[®] SKU: Taegis XDR TG-XDR-M-002500

6. Alternates

a. Alternate products and/or licenses identified outside of this RFP will not be considered. Providence Water specifically interested in acquiring right-to-use licenses for the Secureworks® Taegis XDR platform. Any products and/or licenses that do not match the criteria set forth in this RFP will be rejected

7. Price Proposal

a. Potential bidders must provide pricing on the enclosed Bidder's Blank

b. Potential bidders must provide a clear description of the line items being bid upon, each line item must be itemized and quoted clearly on the Bidder's Blank, lastly, each itemized line item must be subtotaled, and a total quote clearly identified on the Bidder's Blank

8. Miscellaneous

- a. Please ensure to complete and submit, along with the proposal, all Bidder Information and Forms located elsewhere in this RFP. Proposals that do not have completed Bidder Information and Forms will not be considered
- b. Proposals by corporations must be executed in the corporate name by the president or a vicepresident (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
- c. 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
- d. All names must be typed or printed in black ink below the signature
- e. If applicable, the Proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be included on the Proposal)
- f. If applicable, any and all labor performed under this contract must follow the rules and regulations of the State Labor Laws concerning payment of prevailing wages
- g. The address and telephone number for communications regarding the Proposal must be shown
- h. 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
- i. Providence Water, 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
- j. The chosen firm(s) will be under contract to the City of Providence, Providence Water Supply Board
- k. Only bidders meeting all qualifications will be considered
- 1. All questions about the meaning or intent of the Proposal Documents are to be directed to Providence Water. Interpretations or clarifications considered necessary by Providence Water in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Providence Water 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 Providence Water

9. Payment

- a. Lump sum payment is preferred, apply any potential discounts, or annual subscription compensation for furnishing all required licenses, when bidding. Lump sum may be invoiced following delivery of software licensing
- b. All payment requests must be submitted to the attention of Providence Water's Accounts Payable department, invoices must be submitted to accountspayable@provwater.com
- c. The Successful Proposer shall provide any other documentation required by Providence Water's Accounts Payable Department to process the payment request
- d. Providence Water is a Tax Exempt entity, a copy of the Tax Exempt certificate is available upon request

10. RFP Evaluation Criteria

- a. If applicable, in evaluating Proposals, Providence Water 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. If necessary, Providence Water 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. Providence Water 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 Providence Water 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 Providence Water. If applicable, Providence Water 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 Bidder

d. Evaluation criteria

- 1. The following will all be factors in the determination of the successful Bidder
 - i. Ability to satisfy the software requirements identified in Section 2 of this document
 - ii. Quality and completeness of the RFP submittal
- 2. The following indicates the weighted score for each of the criteria shown above
 - i. Total cost of all subtotaled items 95%
 - ii. Quality and completeness of RFP submittal 5%

11. Award Information

- a. Providence Water will award the contract to the bidder that scores the highest based on the weighted metrics identified in section 10
 - 1. The lowest total quote will receive the highest possible percentage points identified in Section 10.d.2.i
 - i. The lowest total bid will receive a maximum of 95%
 - ii. The Excel formula used to calculate weighted average of the remaining total bids is as follows: =(((((Bid Price-Minimum Bid)*100)/(Maximum Bid-Minimum Bid))-100)*(-1))*(Percentage of Weighted Average)
 - iii. Only the total bid identified on the Bidder's Blank will be used in the aforementioned calculation
- b. Providence Water will award to a single successful bidder, awards will not be split amongst multiple bidders
- c. Fully completed RFP's will receive a total of 5 percentage points as identified in section 10
- d. The successful bidder will have submitted the RFP that obtains the highest weighted score
 - i. Lowest bid will receive a maximum of 95%
 - ii. A fully completed RFP packet will receive a maximum of 5%
 - iii. Highest possible score is 100%

BIDDER'S BLANK

Secureworks® Taegis XDR Licences

Taegis XDR Software License (Qty. 1001) - SKU: TG-XDR-SW-002500	
SUBTOTAL FOR 3-YEAR TERM IN DOLLARS:	\$
Taegis XDR ManagedXDR License (Qty. 1001) – SKU: TG-XDR-M-0025	500
SUBTOTAL FOR 3-YEAR TERM IN DOLLARS:	\$
TOTAL BID	
TOTAL OF ROTH SURTOTALS SHOWN AROVE IN DOLLARS	•