

Revised: 10/26/2023

Item 43198

BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

REQUEST FOR PROPOSALS

Item Description: OPEN MEETINGS MANAGEMENT SOFTWARE – FIVE YEAR CONTRACT PLUS OPTION FOR FIVE ONE-YEAR EXTENSIONS.

Procurement/MinuteTraq #: 43198

Date to be opened: 12/4/2023

Issuing Department: Information Technology

QUESTIONS

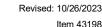
- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
 - o Email: purchasing@providenceri.gov
 - Please use the subject line "Solicitation Question"
- Please direct questions relative to the Minority and Women's Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - 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. All questions must be submitted by Monday, November 27, 2023.
 - o Name: Bonnie Howland
 - o Title: IT Application Project Manager
 - o Email Address: bhowland@providenceri.gov

Pre-bid Conference

There will be a Non-Mandatory Pre-Bid Conference

Date of Pre-Bid Conference: 11/14/2023 Time: 10:30 AM (ET)

Other details: email bhowland@providenceri.gov to be included in a Teams Meeting on 11/14/2023.





INSTRUCTIONS FOR SUBMISSION

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the <u>Department of the City Clerk. Room 311, City Hall. **25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3rd floor of City Hall.</u>

- Bidders must submit 2 copies of their bid in sealed envelopes or packages labeled with the captioned Item Description and the City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well. (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have "**NOT A BID**" written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form <u>do not recycle</u> 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.

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





BID PACKAGE CHECKLIST

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

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

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2nd page (see page 7 of this document)
- Bid Form 3: Certificate Regarding Public Records (see page 8 of this document)
- Bid Form 4: Affidavit of City Vendor (see pages 9 and 10 of this document)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See forms and instructions enclosed (pages 11-15) 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, 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 SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

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.)



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID TERMS

1.		nancial assurances may be required in order to be a successful bidder for Commodity or Construction and Service
		ntracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, o
	the	bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest
	res	ponsible bidder will be contacted and required to post a bond to be awarded the contract.
	a)	A certified check for \$ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
	b)	A bid bond in the amount of per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
	c)	\square 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, <u>RIGL 28-29-1</u>, 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 <i>other than</i>	
<u>Rhode Island</u> , list name and contact information for a	
local agent for service of process that is located	
within Rhode Island	
Delivery Date (if applicable):	



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

Name of Surety Company (if	
applicable):	
Total Amount in Writing*:	
Total Amount in Figures*:	
If you are submitting a unit price bid	, please insert "Unit Price Bid"
Use additional pages if necessary for	additional bidding details.
	Signature of Representation
	Title





BID FORM 2: Certification of Bidder

(Non-Discrimination/Hiring)

Up	on behalf of (Firm or Individual Bidding),
Ι,	(Name of Person Making Certification),
bei	g 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 af	firm by signing below that I am duly authorized on behalf of Bidder, on
this	day of20
	Signature of Representation
	Printed Name

Printed Name



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 3: Certificate Regarding Public Records

Upon l	pon behalf of	(Firm or Individual Bidding),	
Ι,		_(Name of Person Making Certification),	
being i	eing its	(Title or "Self"), hereby certify an understanding	,
that:	nat:		
1.	 All bids submitted in response to Requests for Proposals documents contained within, and the details outlined on by the City Clerk's office and opening at the correspond 	those documents become public record upon receipt	
2.		for this RFP/RFQ have made a conscious effort to I directly to the issuing department and only at	
3.		to evaluating bids. Failure to provide such details	
4.		nclosed or if a bidder opts to enclose the defined nt's request in the bidding packet submitted to the	
5.	 The City of Providence observes a public and transparen bidding packet may not be submitted directly to the issuit to protect other information, such as pricing terms, from attempt will be disqualified. 	ing department at the discretion of the bidder in order	
I affirn	affirm by signing below that I am duly authorized on behalf of	Bidder, on	
this	day of20	·	
		Signature of Representat	ion



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID FORM 4: Affidavit of City Vendor

Per our Code of Ordinances Sec. 21.-28.1 I, this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per R.I.G.L. § 36-14-2, "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name of the person making this affidavit:	
Position in the "Business"	
Name of Entity	
Address:	
Phone number:	
The number of persons or entities in your entity that are n	required to report under Sec. 2128.1 I:
Read the following paragraph and answer one of the	options:
contracts that are not in writing within the 12 month period	I submission with the City of Providence, or with respect to the od preceding the date of notification that the contract has reached outions within a calendar year to (please list all persons or entities
 a. Members of the Providence City Council? ☐ Yes • If Yes, please complete the following: Recipient(s) of the Contribution: 	□ No
	Contribution Amount(s):

- b. Candidates for election or reelection to the Providence City Council? \square Yes \square No
 - If Yes, please complete the following:



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	Recipient(s) of the Contribution: Contribution Date(s):	Contribution Amount(s):	
Э.	The Mayor of Providence? ☐ Yes ☐ No If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	Contribution Amount(s):	
1.	Candidates for election or reelection to the office If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	of Mayor of Providence? ☐ Yes ☐ ? Contribution Amount(s):	No
	Signed under the pains and penalties of perju	ry.	





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 37-14, 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.

<u>Only businesses certified with the State of Rhode Island</u> 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: https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office

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:

- 1. All Bidders: All bidders must complete and submit the MBE/WBE Participation Affidavit (page 13) 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.
- 2. 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.

3. 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 (page 14) and obtain approvals prior to bid submission.
- b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to complete the MBE/WBE Waiver Request Form (page 14) and obtain approvals prior to bid submission.



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- c) If the contractor is a nonprofit organization, they are not required to complete the MBE/WBE Waiver Request Form. However, 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 (https://dedi.ri.gov/divisions-units/minority-business-enterprise-mbe) and the state does not have any companies in the desired trade, the contractor must complete the MBE/WBE Waiver Request Form (page 14) and obtain approvals prior to bid submission.
- 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 in 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 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.





BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

MBE/WBE PARTICIPATION AFFIDAVIT

of the proposed bid, do not fill out this form.

Diana Dillan	Contact Empil and
Prime Bidder:	Contact Email and
Phone Common Name Address and Trade	
Company Name, Address and Trade:	
Which one of the following describes your busines certification with the State of Rhode Island? □M	ss' status in terms of Minority and/or Woman-Owned Business Enterprise BE
By initialing the following sections and signing t authorized representative of contractor, I make	the bottom of this document in my capacity as the contractor or an this Affidavit:
<u>.</u>	rity business enterprises (MBEs) and women business enterprises (WBEs
¥ • •	te in procurements and projects as prime contractors and vendors.
	Ordinances and <u>Chapter 37-14 et seq</u> . of the Rhode Island General Laws
The goal for Minority Business En	terprise (MBE) participation is 10% of the total bid value.
The goal for Women's Business En	nterprise (WBE) participation is 10% of the total bid value.
The goal for combined MB	E/WBE participation is 20% of the total bid value.
	A MADE WAR III I I I I I I I I I I I I I I I I I
I acknowledge the City of Providence's goals of supp	must submit to the Minority and Women's Business Coordinator at the City of
	agreements with the subcontractor(s) being utilized to achieve the participation
	understand that these documents must be submitted prior to the issuance
of a notice to proceed. Initial	understand that these documents must be submitted prior to the issuance
	must submit to the MBE/WBE Office canceled checks and reports required
by the MBE/WBE Office on a quarterly basis verifyi	ing payments to the subcontractors(s) utilized on the contract. Initial
	
	to utilize the subcontractor(s) identified in my Statement of Intent, I understand firm(s) to meet the participation goals. <u>I understand that I may not make a</u>
substitution until I have obtained the written approv	al of the MBE/WBE Office.
Initial	ed representatives of the City of Dravidance may evening the healts records
	ed representatives of the City of Providence may examine the books, records that such material is relevant to a determination of whether my firm is
complying with the City's MBE/WBE participation i	
Initial	<u>countements.</u>
	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
Commony Nama	Data
Company Name	Date
rm out this form only if you WILL SUBCONTR	RACT with other parties. If you will not subcontract any portion



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Prime Bidder:			Primar		
NAICS	· · · · · · · · · · · · · · · · · · ·	Cod	le:		
Item Description (as seen on RFP)):				
Please list all Subcontractors bel subcontractor and the dollar amou The directory of all state-certified be found at https://www.naics.com	nt to be subco MBE/WBE f	ontracted.	Please check	off MBE and WBE	E where applicable.
Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
					\$
					\$
					\$
					\$
					\$
					\$
A. MBE SUBCONTRACTED	AMOUNT:	•		•	\$
B. WBE SUBCONTRACTED AMOUNT:				\$	
C. NON-MBE WBE SUBCONTRACTED AMOUNT:				\$	
D. DOLLAR AMOUNT OF V	D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:				\$
E. TOTAL AMOUNT OF BID (SUM OF A, B, C, & D):				\$	
F. PERCENTAGE OF BID SU WBEs. (Divide the sum of A					9/6
Please read and initial the following being awarded to MBE or WBE vecertified MBE or WBE, you must Providence MBE/WBE Outreach	endors is less the Market out the Market Mar	than 20% IBE/WB	(Box (F) and E WAIVER	the prime contracto	
Signature of Bidder			Printed Name		



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

MBE/WBE Waiver Request Form

or Duly Authorized Representative

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

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

Prime Bidder:		Contact Email and	
Phone			
Company Name, Address:		Trade	
Project /Item Description (as s	een on RFP):		
		nd/or WBE companies you conta ne MBE/WBE company could no Company Name	
requesting a waiver ofopportunity is identified to submade to select MBE/WBE cer	_ % MBE/WBE (20% no contract any task associatified businesses as partified.	ated with the fulfillment of this cners.	ubcontractor Disclosure Form). If an ontract, a good faith effort will be
Signature of Prime Contractor or Duly Authorized Representa		ed Name	Date Signed
Signature of City of Providence MBE/WBE Outreach Director		ed Name of City of Providence MRE/WRE Outreach Director	Date Signed





BID PACKAGE SPECIFICATIONS

Introduction:

The City of Providence, the capital of Rhode Island with a population of approximately 183,000 residents, delivers essential services through various departments and entities, totaling over 5,000 employees. As part of our commitment to Open Government and transparency, we invite sealed responses to this Request for Proposal (RFP) for Open Meetings software. Our objective is to procure an innovative solution that upholds the principles of Open Government and fosters transparency within our municipality.

Currently, we employ a system to manage and collaborate on meetings and documents. The system is scheduled for decommissioning in the near future. In search of a superior alternative, we seek to implement a robust software platform that facilitates open meetings, creating a participatory and accountable environment for both citizens and public officials. This software will provide seamless access to vital information regarding municipal decisions and actions, empowering citizens to be well-informed and actively engaged in the democratic process.

Through this RFP, we encourage qualified vendors to propose their state-of-the-art software solutions, offering a comprehensive and user-friendly system that aligns with our specific requirements and municipal goals. The selected software partner will play a vital role in shaping a future where citizen engagement takes precedence, transparency becomes standard practice, and Open Government flourishes as the bedrock of our municipal governance. Together, we can forge a strong, participatory, and accountable community, ensuring that the voices of all residents are not only heard but valued and integrated into the decision-making processes that shape our collective future.

The Providence IT Department currently maintains and is proficient in using Microsoft technologies, including Windows Server, SQL Server, Active Directory, IIS, and desktop Windows and Office platforms. We expect the new system to be implemented and integrated within a Windows environment, as City employees presently utilize Microsoft 365. The scope of work for this project is to provide legislative management software that modernizes and streamlines the legislative meeting process, enhances transparency, and fosters greater effectiveness and accountability within government institutions.

Functional Requirements:

- Bill and Resolution Tracking:
 The software allows legislators and staff to create, draft, and track the progress of bills and resolutions through various stages of the legislative process.
- Agenda Management/Automation:
 It assists in creating and managing legislative meeting agendas, allowing users to add or modify items, schedule discussions, and generate agendas for public viewing.
- Meeting Management:
 Manages all pre, during and post meeting activity workflows.
- Paperless Procurement Management:
 Compile and distribute multiple agenda packets, generate and monitor the progression of RFP materials and other procurement communications submitted through the Board of Contract and Supply.
- The system should support various meeting formats, such as online, hybrid, or in-person, and provide features such as live streaming video conferencing, screen sharing, voting, and feedback.





• Voting and Roll Call:

The software facilitates electronic voting and roll call capabilities, making it easier for legislators to cast their votes and record the results accurately.

- Committee Management:
 - It helps in organizing and managing legislative committees, including assigning members, scheduling meetings, and tracking committee-related activities. Currently we have
- Document Management:
 - Legislative documents, such as RFPs, addendums, Bids, bills, amendments, meeting minutes generation, contracts, and reports, can be stored, organized, and accessed easily through the software.
- Workflow Management:
 - Manage the various committee workflows.
- Multilanguage:
 - System must have at a minimum the ability to provide English and Spanish translations on all documents. Other languages are encouraged.
- Live and on-demand captioning service for live meetings.
- System should be cross-platform working on all devices.
- Ability to upload MP3's and various other formats to the portal for the public to be able to listen to meetings or ability to record meetings and publish to said meeting space.

Communication Requirements:

• Enables seamless communication and collaboration among legislators, staff, and other stakeholders through secure messaging and document sharing.

Public Access and Transparency Requirements:

- System must have an intuitive, easy to use public portal where citizens can access information about pending bills, committee meetings, voting records, and other legislative activities.
- Public portal should be customizable to include Providence logos and graphics.
- Public portal should include responsive design for viewing on mobile devices.
- Public's ability to sign up to receive communications regarding meeting notices, and updates to public agendas.
- Historical records including links to all supporting material.
- Advanced search functions as described below.
- Adhere to all elements of the Open Meetings Act.

Integration Requirements:

- System should be compatible with our current email platform Microsoft 365 and the Outlook client.
- Integration with other government systems, such as financial management or constituent relationship management software, can enhance overall efficiency of city.
- Should have 3rd party middleware options or API available to integrate with existing and future work streams throughout the city and state.





Implementation:

• Completion in a timely manner using sound project management principles.

Reporting and Analytics Requirements:

- The software often provides reporting and analytics tools to help lawmakers and administrators gain insights into legislative trends, voting patterns, and overall performance.
- A comprehensive dashboard and reporting tool that provides real-time data and insights It should have reporting and analytics features to help us monitor volume, response time, and other key metrics. Customizable drag/drop dashboarding.
- Ability to run reports (specifically easy report generation).

Search Functions:

- System data (both open and closed cases) should be searchable by submitting staff member, in addition by constituent name, case type, keyword department or address, by organization, business, address how request was received (i.e., phone calls into center, live chat, local event, US mail, app, etc.), constituent properties, relationships or attributes.
- Natural Language Processing (NLP): The smart search function should be capable of understanding and processing natural language queries.
- Context Awareness: The search function should consider the context of the search query, considering factors such as the user's location, previous search history, and preferences.
- The smart search function should offer real-time autocomplete suggestions and recognize synonyms to improve search
 accuracy. It should rank results based on relevance, offer various filters, tolerate errors, support multiple languages, and
 prioritize security and privacy compliance.

Training Requirements:

- It includes initial training for the city staff on how to use the solution effectively and efficiently. It also provides yearly training sessions to keep the staff updated on new features and best practices.
- The System Integrator should provide initial training for the city staff on how to use the solution effectively and efficiently. It also provides yearly training sessions to keep the staff updated on new features and best practices.
- Staff training would include as many users as the city deems prudent.
- Online/on-demand video library and help documentation.

Site Licensing:

- Many City Departments do use our current system. Expecting to be approximately 200 users.
- Users would include operators that work in the system daily, some users with view access, administrators and some users with dashboard viewing only. We expect to have more some users with view only licenses, some with ability to add, change, edit records, some super users and a few administrators.



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Support and Maintenance:

- Responsive technical support team that can assist the city staff with any issues or questions they may have regarding the solution.
- Ongoing Support technical support team is available 24/7 via phone, email, or chat.

Data Migration Requirements:

- The current system contains data for approximately 6,000 public meetings going back to 2013. Each meeting will have several pdfs attached as agendas, minutes, and other related documents as well as an audio or video file of the meeting. Migration of data from the existing platform to the new solution without losing any information or functionality. This feature ensures a smooth transition and continuity of service for both staff and residents.
- Awarded bidder will help City determine appropriate existing data to import and provide a data template for import same into new system.
- It can export data in various formats such as CSV, PDF, XML, JSON etc., for other reporting purposes or open data initiatives. This feature facilitates data sharing and analysis across different platforms and stakeholders.

Cost Breakdown:

- Implementation Costs
- Training and System Documentation Costs
- 5-year contract with 5, 1-year contract opportunities Include cost breakouts per years 1-5 (Year 1, Year 2, Year 3, Year 4, Year 5) and each additional year after 5 years
- Software maintenance
- 3rd party software licenses (if any)
- Per seat licensing

Technical/Security Requirements:

- Azure SSO authentication for users.
- Utilizes Open Cloud Security Standard ISO/IEC 27017
- It should have robust security features to protect confidential information and prevent unauthorized access.
- Audit logs generated to provide user activities and system events

Scope of Work System Questions:

Please include responses to each of the following items:

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



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- 4. Where are your data centers located?
- 5. Is each data center SSAE-16 Audited and will copies of each audit be provided prior to executing a contract?
- 6. Please provide uptime data for the past three (3) years or since inception if less than three (3) years (provide the 9's).
- 7. Describe the security operations in place at the data center such as intrusion detection, intrusion protection, and event monitoring and incident response.
- 8. Describe the data transfer bandwidth and storage space that will be provided as part of the standard offering.
- 9. Describe the redundancy of Internet service providers, carriers, and connections in and out of your data center.
- 10. Describe the disaster recovery solution, plan and recovery services that is included to enable System software service delivery to resume as normal within hours of experiencing a critical system failure or catastrophic event that prevents System software from functioning properly.
- 11. Describe the incident management, change management, service request management, capacity and availability management that are performed in connection with infrastructure and applications that are hosted at your data center facility.
- 12. Describe the different safeguards in place to protect and shield City data especially sensitive data such as Personally Identifiable Information or Critical financial or claim information.
- 13. Does your application provide API integration?

Demonstrations: We look forward to receiving proposals from qualified vendors, demonstrations of said systems and selecting the best proposal that meets our requirements.

Schedule and Anticipated Milestones:

- 1. Proposer (Vendor) shall provide a schedule of all tasks and milestones from Kick-off meeting to Final Acceptance.
- 2. Completion of milestones will be tied to payment via percentages. Vendor should suggest for the City's consideration a schedule of completed project milestones and associated payments that comport with the vendor's costs in completing the requirements of the contract.

However, the City requires a substantial payment (not less than 30% of the total contract price) be tied to the final Go-Live and not less than 5% tied to Final Acceptance. A final Contract Price and schedule of payments to Vendor will be presented to the vendor after the Board of Contract and Supply meeting to approve a recommendation from the City.

Selection/Evaluation Criteria (details of each element outlined above)	Evaluation Criteria Weight
System should meet all functional requirements and features as detailed above including these key elements:	40 points
Data Migration	20 points



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Technical/Security/Scope of Work Requirements	20 points
Implementation and Timeline	30 points
Cost Breakdown	40 points
 Implementation Costs 	
 Training and System Documentation Costs 	
 5-year contract with 5, 1-year contract opportunities – Include cost 	
breakouts per years 1-5 (Year 1, Year 2, Year 3, Year 4, Year 5) and	
each additional year after 5 years	
 Software maintenance 	
 3rd party software licenses (if any) 	
Per seat licensing	
Company Experience / References	20 points
Provide a minimum of three references. References should include operating a	
similar scope, size and type of organization (i.e., municipality is a plus). Provide	
contact names and phone numbers.	
Demonstration of proposed solution	30 points

References:

Provide a minimum of three references. References should include operating a similar size and type of organization (i.e., municipality is a plus). Provide contact names and phone numbers.

Submission of Proposals:

See Page 2 of this package for instructions on submitting proposals. The City does not currently accept digital submissions.



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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.
- Certificate of Good Standing with the Rhode Island Secretary of State.

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



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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.



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- 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.
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- 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.