



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

# REQUEST FOR PROPOSALS

**Item Description:** SECONDARY EMPLOYMENT MANAGEMENT SYSTEM/DETAIL SOFTWARE FIVE YEAR CONTRACT PLUS OPTION FOR FIVE ONE-YEAR EXTENSIONS

**Procurement/MinuteTraq #: 43318**

**Date to be opened: 12/18/2023**

**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.
  - Email: [purchasing@providenceri.gov](mailto: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
  - Email: [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov)
    - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
  - Name: Byron Monge
  - Title: Project Manager
  - Email Address: [bmonge@providenceri.gov](mailto:bmonge@providenceri.gov)

## Pre-bid Conference

There will be a Non-Mandatory Pre-Bid Conference

Date of Pre-Bid Conference: 12/6/2023                      Time: 10:00 AM

Other details (e.g. location, links, question submission deadline): Please contact Byron Monge at [bmonge@providenceri.gov](mailto:bmonge@providenceri.gov) for an invite to the Microsoft Teams online meeting.



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**INSTRUCTIONS FOR SUBMISSION**

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

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

**Board of Contract and Supply  
Department of the City Clerk – City Hall, Room 311  
25 Dorrance Street  
Providence, RI 02903**

**\*\*PLEASE NOTE:** This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

*This information is **NOT** requested to be provided in your initial bid by design.*

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



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**BID PACKAGE CHECKLIST**

Digital forms are available in the City of Providence Purchasing Department Office or online at

<http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

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

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

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

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

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



**BOARD OF CONTRACT AND SUPPLY  
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**NOTICE TO VENDORS**

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



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**BID TERMS**

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
  - a)  A certified check for \$\_\_\_\_\_ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
  - b)  A bid bond in the amount of \_\_\_\_\_ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
  - c)  A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
  - d)  No financial assurance is necessary for this item.
2. Awards will be made within **sixty (60) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

**The following entry applies only for COMMODITY BID TERMS:**

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

**The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:**

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, [RIGL 28-29-1, et seq.](#) If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



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**BID FORM 1: Bidders Blank**

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

**Name of Bidder (Firm or Individual):** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Agrees to bid on (Write the "Item Description" here): \_\_\_\_\_

If the bidder's company is based in a state other than Rhode Island, list name and contact information for a local agent for service of process that *is located within Rhode Island* \_\_\_\_\_

Delivery Date (if applicable): \_\_\_\_\_

Name of Surety Company (if applicable): \_\_\_\_\_

Total Amount in Writing\*: \_\_\_\_\_

Total Amount in Figures\*: \_\_\_\_\_

***\*If you are submitting a unit price bid, please insert "Unit Price Bid"***

***Use additional pages if necessary for additional bidding details.***

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Title



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**BID FORM 2: Certification of Bidder**  
(Non-Discrimination/Hiring)

Upon behalf of \_\_\_\_\_ (Firm or Individual Bidding),

I, \_\_\_\_\_ (Name of Person Making Certification),

being its \_\_\_\_\_ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Representation

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



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**BID FORM 3: Certificate Regarding Public Records**

Upon behalf of \_\_\_\_\_ (Firm or Individual Bidding),

I, \_\_\_\_\_ (Name of Person Making Certification),

being its \_\_\_\_\_ (Title or "Self"), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature of Representation

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





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**BID FORM 4: Affidavit of City Vendor**

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

**Read the following paragraph and answer one of the options:**

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under [Sec. 21.-28.1 \(e\)](#)).

a. Members of the Providence City Council?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



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c. The Mayor of Providence?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

\_\_\_\_\_  
Signed under the pains and penalties of perjury.

\_\_\_\_\_  
Position



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**WBE/MBE Form Instructions**

The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City's procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, [Sec. 21-52](#) (Minority and Women's Business Enterprise) and Rhode Island General Laws (as amended), Chapter 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.

**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: <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.
  - 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-compliance-office/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 properly. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

### **Assistance with Form Requirements**

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

### **Contract Requirements:**

Prime contractors engaging subcontractors must submit the *Subcontractor Utilization and Payment Report* to the City Department's Fiscal Agent with every invoice and request for final payment. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov). This form is not submitted as a part of the initial bid package.

For contracts with durations of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non- MBE/WBE, the total amount paid to each subcontractor for the given period and to date, A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov). During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

### **Questions?**

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



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**MBE/WBE PARTICIPATION AFFIDAVIT**

Project /Item Description (as seen on RFP):  
\_\_\_\_\_

Prime Bidder: \_\_\_\_\_ Contact Email and Phone \_\_\_\_\_  
Company Name, Address and Trade: \_\_\_\_\_

Which one of the following describes your business' status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island?  MBE  WBE  Neither MBE nor WBE

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

It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to [Sec. 21-52](#) of the Providence Code of Ordinances and [Chapter 37-14 et seq.](#) of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date



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**SUBCONTRACTOR DISCLOSURE FORM**

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

Prime Bidder: \_\_\_\_\_ Primary NAICS \_\_\_\_\_

Code: \_\_\_\_\_

Item Description (as seen on RFP): \_\_\_\_\_

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

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

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

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

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

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



**BOARD OF CONTRACT AND SUPPLY  
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**MBE/WBE Waiver Request Form**

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

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

Prime Bidder: \_\_\_\_\_ Contact Email and Phone \_\_\_\_\_  
Company Name, Address: \_\_\_\_\_ Trade \_\_\_\_\_  
Project /Item Description (as seen on RFP): \_\_\_\_\_

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

<b>MBE/WBE Company Name</b>	<b>Individual's Name</b>	<b>Company Name</b>	<b>Why did you choose not to work with this company?</b>

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of \_\_\_\_\_ % MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

\_\_\_\_\_  
Signature of Prime Contractor /  
or Duly Authorized Representative

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

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of City of Providence  
MBE/WBE Outreach Director /  
or Duly Authorized Representative

\_\_\_\_\_  
Printed Name of City of Providence  
MBE/WBE Outreach Director

\_\_\_\_\_  
Date Signed



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## **BID PACKAGE SPECIFICATIONS**

### **SECTION 1.0 INTRODUCTION**

The City of Providence IT Department is soliciting letters of interest from qualified firms to provide a Secondary Employment Management System for off-duty details for the Fire Department and Police Department in accordance with the City of Providence's General Conditions of Purchase.

Proposal shall include but not limited to all software, tools, applications and approach.

The successful Firm shall deliver a new Secondary Employment Management System (SEMS) to include all the necessary infrastructure, hardware, software, configuration, installation, operation, maintenance, and support and all other items necessary for a fully functional, administered, and managed Secondary Employment Management System. The City of Providence IT Department also expects vendors to discuss their timelines, plans for any internal/external system integrations, and disaster recovery.

**PERIOD(S) OF PERFORMANCE:** Five (5) year Contract with five additional one (1) year options to renew.

1. Potential vendors are advised to review all sections of this RFP carefully. Follow instructions completely and respond in the same outline as presented in the Scope of Work section. Failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirement, or work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The City assumes no resumes no responsibility for these costs even if the RFP is cancelled or continued.
4. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
5. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
6. Interested parties are instructed to check the website on a regular basis as additional information relating to this solicitation may be released in the form of an addendum to this RFP.





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**SPECIFICATIONS**

**SECTION 2.0 BACKGROUND**

Summary of departmental units and services: The City of Providence IT Department directs technology policy and resources, provides IT support, and coordinates the IT efforts of the Department of Public Safety.

**Major Organizational Unit**

The staff manages different schedules in accordance with their respective collective bargaining agreements while maintaining accurate and timely reporting. Each of the respective departments (Fire & Police) has their own rules and contractual requirements that must be integrated within the overall operation of the software.

**IT Requirements**

1. Proposals must include a cloud-based solution.
2. Solutions must be compatible with Windows 11 operating system and cloud-based solutions must be compatible with, at a minimum, Edge and Google Chrome web browsers.
3. Cloud based solutions must be able to be accessed by mobile devices (Android & iOS), either through mobile browser or dedicated app.
4. All reports generated by the system must be available in Microsoft Excel.
5. The City of Providence utilizes Microsoft Excel csv extract to integrate with payroll systems.

The City has standardized on currently supported Microsoft platforms including Windows OS desktop, Microsoft Office, Windows Server OS, and browsers. The vendor must provide a solution on current and supported Microsoft platforms and will continue to upgrade their product to maintain interoperability with new Microsoft releases.

For example, if Microsoft ends support for a browser, or browser version, the vendor must certify their software will work with upcoming supported versions prior to at least 90 days of end of support. Also, If Microsoft ends support for a Desktop OS, the vendor must certify their software will work with upcoming supported versions prior to at least 90 days of end of support.

Interoperability with Microsoft platforms without modification or compatibility mode is necessary. Software must also comply with W3C web browser standards and continue to meet upgrades.



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**SECTION 3 – SCOPE OF WORK AND REQUIREMENTS**

The City of Providence IT Department is requesting proposals for a Secondary Employment Management System (SEMS). The preference for The Department is for a “web-based” cloud-hosted solution, with mobile device access, which allows users to access the system and perform work in the system using only a web browser (Edge, Chrome and Safari). The selected vendor(s) will design, implement, train staff, and maintain the system.

**A. BACKGROUND**

- Close to 1,000 members in the system
- Approximately 50 details worked per day
- Approximately 19,000 details are entered into the system annually
- Approximately 1,200 (multiple details / invoice)
- Approximately 160 vendors

**B. EXPECTED SOFTWARE**

The SEMS should let the Police and Fire Department’s personnel schedule and manage secondary employment jobs for members of Police and Fire Departments, manage the invoicing and payroll specific to the off-duty jobs, and to generate appropriate reports and data extract.

**Specific Activities/Tasks**

**1. Job Scheduling and Management**

- a) Create and Manage vendor records and their available jobs.
- b) Create jobs/projects for scheduling Paid and Unpaid.
- c) Ability for members to sign up for jobs as "on duty" or "off duty" and ability to support different pay-rates.
- d) Allow members to view and sign up for secondary employment jobs on-line via computer, tablet, or smart phone and for members.
- e) Allow supervisors to view which personnel are signed up for jobs, the details of those jobs and tracking member's hours for a posting, as well as any reason for the member to be late or not show.
- f) Provide a fair job scheduling system by allowing system restrictions and rules on the number of hours and/or shifts a member is permitted to work.
- g) Provide job assignments based on a seniority system and ensure appropriate



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requirements are applied via business rules for a specific job.

- h) Generate e-mail and/or text notifications related to reminders and follow-ups. based on set rules.
- i) Ability for software to maintain eligibility list of members approved for secondary employment, as well as platform to maintain members scheduled for on-duty assignments.
- j) Ability to include administrative fees in addition to various hourly rate.

**2. Fiscal-Invoicing**

- a) Create “preliminary” and “final” invoices to bill the vendor and prove that invoices have been received by the vendor as well ability to view the status of the invoice payment and non-payment.
- b) Ability to post vendor payments and adjustments and apply to the correct associated invoice.
- c) Securely and accurately transmit payment for jobs directly to the City of Providence’s bank.
- d) Manage vendor outstanding balances and amounts paid.
- e) Record multiple types of payments and ability for vendors to prepay job payments.
- f) Functionality to refund jobs as needed.
- g) Run various detailed receivables reports for the preliminary and final vendor invoices on screen, in Excel, PDF, and CSV formats and for various time periods.

**3. Fiscal-Payroll**

- a) Generate a detailed weekly payroll report extract with specific payroll information in Excel, PDF and CSV formats.
- b) Run job and hour reports on screen, in Excel, PDF, and CSV formats and for different time periods.
- c) Ability to create multiple pay codes that can link to a member for a job.
- d) Ability to revise pay codes, project numbers, job hours, descriptions, and comments/notes.
- e) Accommodate bi-weekly payrolls without any downtime during any stages of implementation or after go-live.
- f) Provide an audit trail report for changes made in the system.
- g) Provide technical support to respond quickly to updates/issues.

**C. INTERFACES**

An API interface integration with any internal or external entities is not required. Nevertheless, proposals are welcomed.



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**C. SERVICES**

1. Required Services

- a) Project Management System Planning, Implementation, Software installation and configuration and setup.
- b) Initial Master Data (e.g.: vendor/provider/current jobs/schedules) and User accounts & roles setup.
- c) Software Modifications or integration with any 3rd Party Solutions or external entities such as banks.
- d) Business Process Workflows
- e) Report / Data extracts Development
- f) Security - User Maintenance (Modules/Roles/Accounts)
- g) Implementation Testing
- h) Quality Assurance & Testing
- i) Organizational Change Management
- j) Implementation Support
- k) Training Services
- l) Ongoing Support and Maintenance Services
- m) A Software Development Lifecycle process should be followed for implementation for all modules / application.  
These should include at least the following phases:
  - Scope / Evolution
  - Requirements Analysis
  - Design / Develop
  - Testing
  - Implementation
  - Post Implementation Wrap-Up / Project Closure
- n) On-Going Hosting Services



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**SECTION 4 – PROPOSAL**

**Technical Proposal**

Narrative and format: The proposal should address specifically each of the following elements.

1. **Staff Qualifications** – Provide staff resumes/CVs and describe qualifications and experience of key staff who will be involved in this project, including their experience in the field of scheduling, time keeping and the implementation of such systems.
2. **Capability, Capacity, and Qualifications of the Offeror** – Please provide a detailed description of the vendor’s experience. Proposals must include (between two and five) brief descriptions of current and/or past successful installations of similar to The City of Providence Police and Fire Departments and the jurisdictions in which they were deployed. A list of client references (between two and five) must be provided, to include client/contact names, addresses, phone numbers, dates of service and type(s) of service(s) provided. Client List: Provide a list of all customers owning the proposed version of the solution and indicate the status (live, currently implementing, not yet implementing, project on hold, project cancelled).
3. **Work Plan** – The expectation of the implementation timeline for this is under one year. We seek a vendor interested in collaborating for a timely and efficient implementation. Describe in detail the framework within which requested services will be performed. This may come in the form as a sample project plan, including the timeline with duration of each phase, sequence of the project, deliverables, and milestones. A City IT manager will serve as the Project Manager and a representative from each of the respective Departments will be assigned to the project. The vendor must assign an experienced Project Manager(s) who will be responsible for the detailed requirements, configuration, customization, testing, training and go live of the system (for all modules chosen for implementation).

The vendor project manager (VPM) is expected to host status meetings and milestone meetings (which can be determined with the PS project manager). The VPM will also meet with subject matter experts to review specific functions along with existing information systems relevant to this project. PS and the key contractor staff will work very closely together on this project. There is an expectation of an on-site presence of the vendor when needed.

Vendor must describe the roles and skill sets that are expected to be provided by PS to support a successful implementation along with the estimated time commitment expected of each role on the project. This should include IT staff as well as subject matter experts, operational and administrative staff.



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Vendor must provide a proposed high-level project plan and timeline that lists tasks, milestones, and duration. PS desired timeframe for implementation is up to 12 months after vendor award and vendor must aspire to complete the implementation as early as possible.

4. **Approach/Methodology** – Vendor must use comprehensive processes, tools and techniques that apply to the lifecycle of the project – initiation, planning, execution, control and closing. Kickoff meeting, Project Plan, Timelines, deliverables, communication with key stakeholders and players within the departments on the project.
  - a. Describe what project management tool(s)/platform(s) your team utilizes to facilitate collaboration, task completion and issue resolution (both for communication and document sharing) with our team.
  - b. Describe your approach to all phases of testing and the responsibilities of each stakeholder.
  - c. Indicate the various environments (instances) you typically support throughout the phases of an implementation and describe their use.
  - d. Indicate in detail your approach to historical data migration.
  - e. Please describe what tool(s)/method(s) your team will utilize to provide support post go-live.
  - f. Express the technology upon which your solution is built. We will consider solutions that are built along modern, service-oriented architectures for primary functions. Vendor should outline underlying technologies, architectures, and relevant development practices. Vendor should describe in sufficient detail and with clarity the methods by which data is stored by the vendor’s platform. Additionally, data may be accessed directly.
  
5. ***Provide a copy of your Service Level Agreement and explain how you meet the standards it sets. Please include your Continuity of Operations Plan, Disaster Recovery Plan, System Redundancy, Backup and Recovery (for Production), etc. The Providence IT Department reserves the right to negotiate higher standards than those proposed.***

**A. Cost Proposal**

**Detailed Budget and Budget Narrative:**

All costs structures should be included in the proposal amount.

Provide a detailed cost proposal narrative for all anticipated costs of successful implementation of all deliverables outlined in this RFP.



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Include a budget and an explanation of the basis and rationale of the proposed cost structure. The budget must enumerate all 'licensing', maintenance, cloud hosting fees and other costs required to maintain and operate the system.

The cost proposal should assume an initial contract period of five (5) years including the implementation period and an additional five (5) year options for renewal.

An itemized breakdown of costs shall be included in the proposal, including option years. Applicants shall submit the breakdown and demonstrate how the cost was determined. If there are any implementation fees associated with providing services in the RFP, the applicant shall identify each type of implementation fee to be charged. The cost proposal must describe the vendor's licensing structure (e.g., per user, license, subscription, contract volume, etc.) throughout the proposal as well as any modular structure of the software.

Budget Narrative must include the following:

1. Milestone-based payments mapped to the Work Plan that the payment schedule accompanies if applicable. Components of each payment should be broken up into various services that are included.
2. Maintenance costs. Maintenance includes any software failures, malfunctions, defects, or nonconformities, which impair PS from normal processing or problems which impact the correctness of information produced by the platform.
3. Information regarding the hardware/software/database requirements for the client workstations and servers (if needed) necessary to implement the proposal.
4. Information regarding items such as licensing, warranties, installation and training, and any other costs associated with the project.
5. All consulting, technical support, initial setup configuration, conversions and interfaces, training and any additional support required of the vendor to accomplish a successful go-live.
  - a. Full managed services in a vendor-operated/arranged data center; and
  - b. Any other alternatives that the vendor feels may provide the best value to the City.

Alternative fee schedule proposals will be considered with an explanation of the benefits of any alternative approach.

Cost proposal narratives must also include a separate section of pricing for any potential/required 3<sup>rd</sup> party/partner integration.





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**SECTION 5: EVALUATION AND SELECTION**

5.1 Evaluation

Offers will be reviewed by a Technical Review Committee comprised of staff from City Agencies comprised of a technical and cost evaluation.

Technical Review: The technical review will be broken into two phases:

1. Phase 1 – Review of Vendor Submitted Technical Proposal: The Technical Review Committee will review and score the Vendor’s submitted technical proposal. A total of 60 points are available in this phase. Vendors must score a minimum of 45 of the 60 (75%) available points to be invited in for an interview. Technical Proposals scoring less than 45 points shall not advance to the Interview stage, shall not have the cost component opened, and the proposal shall be dropped from further consideration.
2. Phase 2 – Interview with Vendors: The Technical Review Committee will meet with Vendors who meet the minimum score in Phase 1 of the technical review. Vendor(s) meeting the minimum score requirement will receive written notice that they have qualified for an interview and will be provided with details on the presentation.

During the interview, vendors will present their team and the firm’s qualifications and experience, their approach to meeting the City’s requirements and respond to questions from the Technical Review Committee. The City reserves the right to request detailed responses to follow-up questions identified during the Interview. The Demonstration/Interview will be evaluated based on the following criteria:

- a. Vendor’s on-site presentation and responses to the City’s questions.
- b. Vendor’s client references and demonstrated record of successful implementations.

A total of 15 points are available during this phase. Vendors must score a minimum of 28 of 35 (80%) available points in the interview phase to move from the technical review phase to the cost review. Interviews scoring less than 28 points shall not have the cost component opened and the proposal shall be dropped from further consideration.

To advance to the Cost Evaluation stage, the vendor’s bid must receive a minimum of 72 of the maximum 95 (76%) technical points **and** meet the minimum score requirement for both phases of the Technical Review.





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Cost Proposal Review:

Proposals which scored 72 points or higher in the Technical Review **and** met the minimum score requirement for both phases of the Technical Review shall be evaluated for cost and assigned up to a maximum of 30 points in the cost category, bringing the potential maximum score to 125 points.

The City reserves the right to select the individual(s) or firm (vendor) that it deems to be in the City's best interest to accomplish the project as specified herein; and conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

5.2 Evaluation

Proposals will be reviewed and scored based upon the following criteria.

<b>PROPOSED SCORING METRICS FOR SCHEDULING AND TIME AND ATTENDANCE RECORDING SYSTEM</b>	<b>POSSIBLE POINTS</b>
TECHNICAL PROPOSAL – Total possible points = 60	
Staff Qualification	15 Points
Capability, Capacity and Qualification of the Offeror, and Subcontractors where appropriate	15 Points
Work Plan	15 Points
Approach/Methodology/Training	15 Points
<b>Total Possible Technical Points</b>	<b>60 Points</b>
DEMONSTRATION PROPOSAL – Total possible points = 35	
Vendor Demonstration/Interview	35 Points
<b>Total Possible Technical &amp; Demonstration/Interview Points</b>	<b>95 Points</b>
Cost proposal*	30 Points
<b>Total Possible Evaluation Points</b>	<b>125 Points</b>

\*Cost Proposal Evaluation:

The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

(lowest cost proposal/vendor's cost proposal) x available points



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For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for annual costs and services fees and the total points available are Thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000/\$100,000 \times 30 = 19.5$$

General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services.

**SECTION 6 – CONCLUDING STATEMENTS**

Notwithstanding the above, the City of Providence reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award in the City's best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

If a vendor is selected for an award, no work is to commence until a Purchase Order is issued by the City of Providence.



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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.
- **USE THESE BULLETS TO OUTLINE ITEMS YOU WILL NEED VENDORS TO PRODUCE ON REQUEST IF YOU SEEK TO AWARD THIS BID TO THEM.**



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**CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS**

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



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