



BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND

# REQUEST FOR PROPOSALS

Item Description: **AVAYA Telephone System Upgrade**

Procurement/MinuteTraq #: **44073**

Date to be opened: **Monday, March 11, 2024**

Issuing Department: **Providence Water**

## 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: **Pedro Santos**
  - Title: **Director of Information Technology**
  - Email Address: [pedros@provwater.com](mailto:pedros@provwater.com)

## Pre-bid Conference

None

## Deadline for questions submissions:

**Monday, February 26, 2024**



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

**INSTRUCTIONS FOR SUBMISSION**

**Meeting Date: Monday, March 11, 2024**

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.**



**BOARD OF CONTRACT AND SUPPLY  
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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 11-112) 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  
CITY 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 SUPPLY  
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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 **nighty (90) 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.



**BOARD OF CONTRACT AND SUPPLY  
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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



**BOARD OF CONTRACT AND SUPPLY  
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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





**BOARD OF CONTRACT AND SUPPLY  
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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



**BOARD OF CONTRACT AND SUPPLY  
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**MBE/WBE Participation Plan**

**Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.**

Bidder's Name:				
Bidder's Address:				
Point of Contact:				
Telephone:				
Email:				
Procurement #:				
Project Name:				
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? (Check all that apply).	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Neither MBE nor WBE			
<p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found <a href="#">here</a>. Please visit, the <a href="#">City's MBE/WBE page</a> for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> <li><b>Nonprofit organizations are not required to complete the rest of this form.</b></li> <li><b>Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office</b></li> </ul>				
Name of Subcontractor/Supplier:				
Type of RI Certification:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Neither			
Address:				
Point of Contact:				
Telephone:				
Email:				
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP				
Total Contract Value (\$):		Subcontract Value (\$):		Participation Rate (%):
Anticipated Date of Performance:				
I certify under penalty of perjury that the forgoing statements are true and correct.				
<b>Prime Contractor/Vendor Signature</b>		<b>Title</b>		<b>Date</b>
<b>Subcontractor/Supplier Signature</b>		<b>Title</b>		<b>Date</b>

**\*If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.**



**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



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

**BID PACKAGE  
SPECIFICATIONS**





# Specifications

for

## AVAYA Telephone System Upgrade

Prepared by:



Broad Reach

East Greenwich, RI 02818  
(401) 885-4848 [broadreachnetworks.com](http://broadreachnetworks.com)

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# 1 General

## 1.1 Introduction

Providence Water is Rhode Island's largest water utility, providing drinking water to approximately 600,000 Rhode Islanders in more than a dozen communities through wholesale distribution. The utility has more than 75,000 direct retail customers in Providence, North Providence, Cranston, Johnston, and Smithfield.

More information can be found at <https://provwater.com/>.

## 1.2 Scope

Work contemplated under this RFP includes:

- Upgrade of existing Avaya PBX hardware, software, and peripherals to current releases.
- Upgrade or replace adjunct systems including call recording (NICE), call center (Taske) and Fax servers.
- Institute support and maintenance contract(s) for all systems going forward.

## 1.3 Terms/Definitions

This is a Request for Proposal (RFP). Responses will be evaluated on the basis of the relative merits of the proposal in addition to price.

The terms vendor, bidder, contractor, proposer, and offeror used herein all refer to the vendor submitting a response to this RFP. The terms customer and owner refer to the party that is seeking bids for services under this RFP. The terms bid and response are synonymous.

## 1.4 Questions and Inquiries regarding RFP

Vendors may submit questions regarding these specifications to the issuing department's subject matter expert listed on page 1.

Questions must be RECEIVED by the deadline listed on page 1. Any responses by the City will be issued to all vendors as addenda, approximately 1 week before submission deadline. Multiple vendor inquiry responses may be combined.

Vendors are also encouraged to send notice of their interest in bidding, with contact information, to [SPECS@BRNX.COM](mailto:SPECS@BRNX.COM) to facilitate distribution of any Q+A or other pertinent info.



## 1.5 Partial Award

Customer reserves the right to make partial awards, by selecting only certain phases / categories from a proposal. Be sure to itemize the costs as requested, so that each category/phase stands on its own. Describe in detail any dependencies between line items, especially if receiving a partial award would affect pricing or discounts in any way.

## 1.6 Evaluation Criteria

The selection will be based on a three-point evaluation. These are:

- 30% compliance to specifications,
- 40% vendor capability and experience, and
- 30% cost.

## 1.7 Response Format

Responses shall include:

1.7.1 Completed bid forms and information requests per the attached Instructions for Submission.

This shall be followed by the Bidder's Proposal / Packet, to include:

1.7.2 A Summary section that includes:

- A description of the solution being proposed
- A summary of costs
- An exceptions listing (by paragraph number) of any specifications that have NOT been met.

1.7.3 Itemized response to RFP

Submit itemized responses where specific information is requested, following the paragraph numbering plan in this RFP. (Electronic version is available by request to [SPECS@BRNX.COM](mailto:SPECS@BRNX.COM)).

Response should contain the actual text of the RFP followed by the Proposer's response to that paragraph. For paragraphs that only specify requirements, Proposer should reply to each with, at minimum, an acknowledgment that the requirement has been read, understood, and the vendor will comply. Alternatively, Proposer may include a statement at the beginning of a section stating that all "Section X" specifications are understood / will comply.

#### 1.7.4 The Cost Section

Include here the itemized cost breakdown for all equipment, installation, and services. Include professional services hourly rates where applicable. Be sure to include all one-time costs, fees, shipping / delivery, permits, or other miscellaneous costs, as well as ongoing maintenance / support costs. Add alternates, where requested, should be itemized separately under the system total.

#### 1.7.5 Supplementary Information

Proposer may include further sections or appendices containing drawings, planning documents, or any other supplementary information the Proposer wishes to include in their response.

#### 1.7.6 Electronic Copy

To expedite review of proposals by the project team, vendors are asked to include with their package a thumb drive containing electronic versions of their response. MS Office Word, Excel or Google Docs format is acceptable, as is .pdf.

### 1.8 Standards of Design and Workmanship

All aspects of the work shall be designed, tested, implemented, and documented in accordance with recognized professional and industry practices. All work shall be performed by properly certified and qualified personnel.

### 1.9 Installation

The contractor shall furnish all equipment, accessories, and material required for the proper installation and operation of the system in compliance with these specifications and applicable contract drawings. Any material and/or equipment necessary for the proper operation of the system, which is not specified or described herein, shall be deemed part of this specification, unless noted as provided by others.

### 1.10 Certifications

The bidder must be certified to install and maintain the selected products and components used on this project.

### 1.11 Coordination

The Customer may be issuing a separate contract or contracts for some portions of the work. Contractor shall be responsible for coordinating their activities with those of any other installation contractors, to ensure that the infrastructure and equipment installed under this contract and the equipment and infrastructure

installed by others integrate smoothly, and work proceeds according to the construction schedule.

#### 1.12 Site familiarity

Each vendor is responsible for being knowledgeable of all conditions of these specifications. The vendor, by making a bid, represents that the bid documents have been read and understood and vendor is familiar with the local conditions under which the work is to be performed. This includes the understanding of site and building's cable distribution peculiarities.

No approval for additional funds will be given for work resulting from the vendor or its subcontractors being unfamiliar with the conditions under which the work is to be performed.

#### 1.13 Applicable Codes and Regulations

All work on this project must conform to all applicable Federal, State, City, and local laws and ordinances, the regulations of the local utility companies, the National Bureau of Fire Underwriters, the National Electrical Code, the Occupational Safety and Health Administration (OSHA), the Americans with Disabilities Act (ADA).

All work and materials shall be in compliance with the recommendation of Bell System Practice, EIA/TIA 568, 569 Commercial Building Wiring Standards, Building Industry Consulting Service International, Inc. (BICSI) Telecommunications Distribution Methods Manual, including (but not limited to) the following: EIA/TIA 568A, CSA T529-Building Wiring, IEEE 802.3-1000-Base-T Gigabit Ethernet, IEEE 803.3z-Standard for Gigabit Ethernet over Optical Fiber, EIA/TIA 569, CSA T530 -Pathways and Spaces, EIA/TIA 606, CSA T52-Administration, EIA/TIA 607, CSA T527-Grounding and Bonding, EIA/TIA TSB36-Cable Transmission Characteristics, EIA/TIA TSB40-Connecting Hardware, EIA/TIA 570-Res and Commercial Light TC wiring, EIA/TIA 606-Administration Standard, TSB67-Transmission Perf. for UTP Testing, TSB72-Optical Fiber Guidelines, TSB75-Cabling Practices for Open Spaces, TSB-162-A- Wireless APs, TIA-526-7, 14-Optical Power Loss of fiber optic, TSB-155A-Cat 6A 10GBaseT, TSB-184-A-Power over Twisted Pair, ANSI/TIA-942-A and A1-Infrastructure Data Centers, Bellcore GR-409-Impact and Bend radius, fiber optic cable, NESC IEEE C 2-National Electrical Safety Code, ASTM E-814-Firestopping material meeting this standard, Uniform Building Code (UBC), Underwriters Labs (UL) Listed.

All equipment shall perform in compliance with FCC and local PUC regulations, including but not limited to E911, Kari's Law Act, and Ray Baum's Act.

#### 1.14 Vendor Activities

Vendor's activities are not to be disruptive of normal business activity—including excessive construction noises—and must not compromise the safety, security or self-respect of any of the Customer's employees or visitors in any way. The Customer reserves the right to insist that any individual under the direction of the vendor may, without a statement of cause, be taken off this project. The vendor will comply without compromising schedules or other contract terms.

#### 1.15 Due Care

In delivering, installing and removing equipment, due care shall be exercised to avoid damage to, or disfigurement of, buildings, equipment, driveways or other property. Any blemish made by Vendor to the physical plant or property of Customer is to be restored by the Vendor. The successful vendor shall be required to complete restorations at its expense for any damage caused by it or by any of the subcontractors.

#### 1.16 Rubbish

The Contractor shall maintain the premises free from rubbish caused by his work, employees, or sub-contractors, by removing it as specified in the bid or when directed by the Customer. At the completion of his work, he must remove all surplus materials and rubbish from the premises to the satisfaction of the Customer, and in compliance with state electronic waste laws.

#### 1.17 Obsolete Equipment and Cable

Contractor shall uninstall, demolish, remove from the job site, and dispose of all equipment and cable that is being replaced and/or made obsolete by the work under this project. Generally, this includes the gateways, servers, line cards supporting the Avaya systems, as well as any telephone sets and cords that have been replaced.

Contractor shall prepare and provide to Customer a list of all equipment and materials slated to be removed, and Customer must approve this list prior to demolition or removal.

Equipment slated for disposal must first be cleared of customer specific information and data, and memory / storage devices wiped or destroyed.

#### 1.18 Site Visits

Vendors may request a site visit to see the equipment room(s) and familiarize themselves with the work area. Request visits by contacting the department's subject matter expert listed on page 1. Visits should take place well before the

deadline for questions. If customer receives multiple requests, vendor visits may be combined.

#### 1.19 Terms of Use

The following technical specifications are to be used only by the recipient to assist in responding to the project for which it is intended, the Providence Water Supply Board telephone system upgrade.

**Any other use or reproduction, in whole or in part, is prohibited without the written permission of the author.**

Vendors who receive this file electronically and use the electronic file in preparing their response should note: In the event of any errors or inconsistencies in their response between the reproduced RFP language and the original RFP as released by the City of Providence, the City release will be the controlling document.

Also note that RFP addenda, if any, may not be released in electronic format and it is the vendor's responsibility to include / merge addenda updates into their response.

Finally, this document may not include any additional instructions, forms or terms and conditions as attached by the City to the technical specifications; therefore it is important that the vendor ensure they have a complete set of bid documents as released by the City of Providence.

## 2 Vendor Qualifications

### 2.1 Capabilities and Experience

It is important that the proposing vendor have the capability and resources to support the project, both in staging and delivery, and also in post-sale technical support. To this end, please respond to the following questions and information requests. If use of subcontractor(s) are planned, include separate and complete answers from each subcontractor:

- 2.1.1 Please describe the size of your company, in personnel numbers, customer base, and annual sales.
- 2.1.2 Describe the product lines carried (including those not being proposed).
- 2.1.3 For which of these product lines does vendor maintain certification for installation and maintenance?
- 2.1.4 How many Avaya technical professionals do you have on staff?
- 2.1.5 Describe certification levels and number of staff with current certification.
- 2.1.6 If the customer required service on a warranty or service contract basis,
  - 2.1.6.1 How would the customer request such service?
  - 2.1.6.2 Identify the locations where the technicians are based who would be expected to provide services to the Customer.
  - 2.1.6.3 Describe the geographical boundaries of the coverage area of the maintenance depot that would be responding to service calls from the Customer.
  - 2.1.6.4 Within this geographical boundary, how many customers are served from this maintenance depot?
- 2.1.7 How many Avaya customers do you have in Rhode Island?
- 2.1.8 How many nationally?
- 2.1.9 List customer references (min 5) for comparable installations. Include customer name, contact person and phone number, model of equipment, dates, and size of installation.
- 2.1.10 Describe service trouble escalation procedures.

2.1.10.1 Are these processes automated or manually initiated?

2.1.10.2 What are the time frames / triggers for escalation?

## 2.2 Contact Information

2.2.1 Provide a current organizational chart, with contact info, showing day-to-day customer interaction staff, and (at least) two levels above. (E.g., Account Rep, Sales Manager, Regional VP; and Service Rep, Service Manager, Director of Support)

## 2.3 Financial Information

2.3.1 Describe the history and financials of your company, sales, profit / loss, growth, etc.

2.3.2 Submit, or provide a link to, the most current audited financial report for the Contractor (or the Contractor's parent company). This may be in the form of an annual report for public companies. If the company is private, provide the most current financial information available.

### 3 Telecommunications System Requirements

#### 3.1 Upgrade Objectives:

The existing PBX and auxiliary systems are near (or in some cases, past) end-of-support.

Providence Water wishes to upgrade the current telephone system and all ancillary systems to current levels, resulting in a modern, reliable, and supportable communications system, capable of serving the organization for the next 5-10 years.

Systems to be included:

- Upgrade the existing Avaya PBX and its auxiliary systems to current hardware and software levels
- Upgrade or replace Taske call center
- Upgrade or replace NICE call recording
- Upgrade or replace Fax server

Unless otherwise indicated, all the equipment and software described herein shall be upgraded to current releases, replacing unsupported equipment or gateways with new, and updating supported equipment with current software and firmware.

More detail on the systems to be upgraded follow.

#### 3.2 Relevant Network Locations:

Telecommunications equipment and servers are concentrated in two locations:

Providence Water Headquarters (HQ)  
125 Dupont Drive  
Providence, RI 02907

and

Philip J. Holton Water Purification Works (WPW)  
61 North Road  
Hope, RI 02831

#### 3.3 Avaya PBX

3.3.1 Providence Water's PBX is an Avaya CM running v 5.2.1, located in the Providence HQ building.

3.3.2 Voice messaging is provided via the built in CM Messaging.

3.3.3 Utility Server supports 9600 series sets



- 3.3.4 Avaya Applications Enablement Server (AES) v5 provides connection to Taske call center and Nice call recording servers.
- 3.3.5 A G450 gateway provides connectivity for HQ Building PSTN trunking (PRI, analog trunks), analog and digital stations, Paging, Fax Server).
- 3.3.6 At the Purification plant (WPW), there is an ESS survivable backup server (Simplex).
- 3.3.7 Also at WPW is a G650 gateway, serving PSTN trunking (PRI, analog trunks), analog and digital stations, Paging).
  - 3.3.7.1 The G650 also houses a messaging board with recorded announcements for use when the the ESS is active (connection to the primary is lost). If G650 gateway is replaced, vendor should facilitate the moving of the recorded announcements to the new gateway.

3.3.8 Telephone Station Counts

Set Type	Count	Physical	"x" or virtual
IP Phones (9620, 9630)	277	277	0
Analog (2500)	79	9	70
Digital (Various 84xx series)	23	0	23
NICE (4620 emulation)	42	0	42
<b>TOTALS:</b>	<b>421</b>	<b>286</b>	<b>135</b>

3.3.1 Voice Messaging

Subscriber Type	Count
Class00 (user mailbox)	235
Custom	68
XferOnly	79
<b>Total:</b>	<b>382</b>

3.4 Licensing and System Growth

Over the years, Avaya's approach for charging customers has evolved from a primarily hardware based per-port cost structure into a software right-to-use

licensing model. The result is that the current system is, for certain features, currently licensed for capacities well in excess of what is required. For example, stations used is ~428, but licensed for 853; Concurrent IP stations is ~264, but Max capacity is 18000.

This spare capacity should be maintained where it is 'grandfathered in' at no additional cost. However, where there is additional cost involved with migrating this 'spare capacity' to the latest release, or elevated ongoing maintenance costs, then vendor should clearly identify these costs, and correct the number of licenses to reflect the system as configured today, plus 30% for growth.

### 3.5 Telephone sets

There are approximately 286 **IP phones** (9600 series) deployed across the organization. These are connected via structured cabling to the nearest IDF, and patched into PoE switches. Providence Water would like to protect the investment made in desktop equipment, and expects to reuse these sets after the upgrade.

The existing **analog** station ports should be maintained, and are primarily connected to elevator phones (no Avaya handsets).

### 3.6 Taske

The Customer Service Department uses ACD functionality provided through the Taske server to monitor in real time the number of calls coming in, calls in queue, time to answer, etc. This information is available to department managers, and is also displayed live in the office where agents take their calls. The system also tracks call records and statistics for monthly reporting.

This Taske software and server should be updated as necessary to bring it to current and supportable levels. The current systems (PBX and Taske) are licensed for up to 25 agents, however the advent of web services has reduced the number of live agents required. Please detail the licensing costs and thresholds / break points in the cost section, to allow customer to evaluate the cost benefit of downsizing the number of agents.

Alternate systems that provide the same functionality may be proposed if the vendor finds that current versions of Taske are not available, are cost prohibitive, or are not supportable by the vendor. If proposing an alternate system, be sure to detail the system specifications, capabilities, and include up front and ongoing maintenance support costs in the cost section.

Any system proposed must, at a minimum:

- Integrate with the Avaya system and provide real time status of agents, hunt groups, calls in queue, time to answer and other common metrics and KPIs.
- Provide historical records of agent activity and call records
- Have customizable real-time dashboard that can be accessed and displayed on wall monitors in CS office.

### 3.7 Nice Call Recorder

Providence Water employs a Nice (formerly Cybertech) server for recording of designated public facing phone lines for quality control.

This Nice software and server should be updated as necessary to bring it to current and supportable levels. The current systems (PBX and Nice) are (DMCC) licensed for up to 42 channels of telephone recording. These should be maintained after upgrade.

Alternate systems that provide the same functionality may be proposed if the vendor finds that current versions of Nice are not available, are cost prohibitive, or are not supportable by the vendor. If proposing an alternate system, be sure to detail the system specifications, capabilities, integration methods, and include up front and ongoing maintenance support costs in the cost section.

Any system proposed must, at a minimum:

- Integrate with the Avaya system and provide recording for up to 42 phone lines.
- Keep historical data for a minimum of 365 days.
- Provide a user friendly interface for management and retrieval of calls.

### 3.8 Fax Server

There is a 4-port Fax server in place to allow for incoming Fax calls to be received, and the content converted to electronic documents and delivered via email to the intended recipient.

Recipients are identified via the DID number used for the call.

Outbound Fax capabilities are provided via MS Outlook plug-ins for end user PCs.

This server and software is antiquated and should be replaced.

Vendor should identify and propose a new Fax server solution that is compatible with the Avaya PBX, and capable of receiving and sending Fax transmissions as described above.

System should be compatible with Office 365 for sending of Faxes. Describe how this is accomplished.

Detail the integration means (e.g., analog ports, digital set emulation, IP trunk, etc.) to be used with the PBX. Be sure to include any required licensing on the Avaya system for the access ports.

Itemize one time and ongoing maintenance costs in the cost section as: “Add Alternate: Fax Server”

### 3.9 Paging

There are two independent paging systems, one at HQ, one at WPW.

Both are Bogen systems, and are accessed via analog trunk connections to the PBX. (User dials access code, connects, and then speaks over the phone).

These paging system connections must be maintained after upgrade of the PBX.

Note that the Bogen systems are operated and maintained in-house and are not part of the scope for maintenance in this RFP.

### 3.10 New Features

Please provide a summary of new features (Release Notes) introduced in the time between 5.2 and today. Indicate which features are included at no cost, vs. those with per user or system wide fees.

Please also include the available voicemail / messaging features, such as transcription, web access, etc.

Include basic cost information for licensing / implementation if available.

### 3.11 Other System Integrations and Compatibility

Customer is interested in other integrations that are available other than the existing ones above.

These may include UC functions, productivity, and CRM systems. Providence Water has fully deployed Office 365, so integration with Microsoft applications and Teams is of particular interest.

Vendor is asked to provide a listing of supported platforms with which the telephony systems integrate. For each integration, describe the type of integration (e.g., native, SDK, API), and the functionality gained by the integration.

For Microsoft Office and Teams related integrations, please provide cost information, including upfront setup costs, and any ongoing license or other

associated fees. Identify these costs in the cost section as “Add Alternate: Office 365”.

## 4 Implementation

### 4.1 Installation Work

- 4.1.1 The vendor's work shall be scheduled so that it in no way conflicts or interferes with or impedes the Customers work. Any work that is service affecting, or that is in conflict with the business of the Customer will be rescheduled to such dates or times as approved by the Customer.
- 4.1.2 Normal business hours are from 8:30 am to 5:00 pm, Monday through Friday.
- 4.1.3 The buildings may be accessed for after-hours work, through advanced notice.
- 4.1.4 After hours work should be included for all work that disturbs or disrupts as described above.
- 4.1.5 This work shall be included with and priced into the vendor response. No approval for change orders or additional funds will be granted for after-hours work, or for rescheduling of work due to disruption.
- 4.1.6 A building security escort may be required for work within some spaces. This escort will be provided by the customer at customer's discretion.

### 4.2 Implementation Plan

- 4.2.1 Describe the vendor's implementation plan. Include meetings required, responsible parties, resources required of the customer with time estimates, etc.
- 4.2.2 Include sample system test plans and procedures, trouble clearing, and support / coverage after cutover/upgrade.
- 4.2.3 Prepare and include an overview/summary project plan and schedule. Graphically show the sequence of milestone events. Submit this schedule / work plan as part of Contractor response.
- 4.2.4 Detailed plan: The successful contractor shall prepare and submit for approval, (no later than 20 days from notice of award), a more detailed plan showing the order and schedule of events leading up to cutover and through the acceptance period. This plan shall include a customized and detailed test plan to verify the proper operation and feature assignments of the system, check the various functions, and include test numbers for all types of inbound and outbound calls to test dial plan and ancillary systems integrations.

### 4.3 Pre-Cut Testing

- 4.3.1 Prior to receiving final authorization to begin cutover to the upgraded system(s) from the customer's consulting engineer, the vendor will complete a battery of tests of all systems in his presence. These tests must pass flawlessly. This testing/demonstration and pre-cutover inventory will take place about one week before the cutover.
- 4.3.2 Inward calls, both DID and auto-attendant processed, outgoing calls, voice messaging, call center, and other performance characteristics must be demonstrated.
- 4.3.3 Mobility tests and tests for any new e-mail integration and IOS or Android Apps will be included.

### 4.4 Cutover Plan

- 4.4.1 Vendor shall detail the order and schedule of events leading up to cutover and through the acceptance period.
- 4.4.2 The transition to new systems and services will need to occur off hours. The utmost care must be taken to ensure not only a smooth transition, but also minimum downtime.
- 4.4.3 Upon completion of cutover activities, any telephone sets that have been replaced and are no longer in use will be collected by the vendor and stored in an area designated by the Customer for disposal.
- 4.4.4 First Day of Business Support: Include on-site help desk function and coverage for feature changes and trouble clearing for at least the first day after any cutover or conversion that impacts end users. In addition, include in the cost section the hourly or daily rate that would be charged for on-site support should Customer elect to continue with on-site support beyond the "first day of business".

### 4.5 System Administration Training

Vendor shall include training for two employees in basic system administration of the systems below, so that the employees will be able to conduct basic move-add-change work on the system, administer features, and perform basic troubleshooting.

- 4.5.1 the telephone system
- 4.5.2 voice messaging system,
- 4.5.3 Taske,
- 4.5.4 Nice,
- 4.5.5 Fax

Training may be web based or live. Include any costs associated with training in cost section labeled: "Add Alternate: Training".



## 5 Ongoing Support & Service Requirements

Providence Water is interested in securing support and service for the long term with the successful vendor. To this end, please respond to the requirements below.

### 5.1 Initial Warranty Period:

The vendor shall maintain all upgraded equipment under this project for one year from the date of acceptance by the Customer, or for the life of the contract, whichever is longer. (Ongoing maintenance terms described below).

The vendor shall not assign the maintenance responsibility to any third party without the written authorization from the Customer.

Coverage shall include full labor and parts coverage for the telecommunications and switching systems, voice messaging, new gateways, ancillary servers and software. (Reused sets need not be included).

### 5.2 Service Calls and Response

Note: The terms trouble report and service call are synonymous. Distinct from these are calls for moves, additions, removals or changes. Response to a trouble call means that a craftsman is at the proper site with tools and replacement parts and prepared to begin servicing the equipment. A craftsman is one trained and certified by the manufacturer to perform service on the specific equipment to which he has been dispatched. The contractor shall respond to service calls accordingly

Class 1. Service Calls: 120 minutes maximum, 8:00 AM - 5:00 PM, M-F

Class 2. Service Calls: Before 3 p.m. of the next working day.

A Class 1 service call is a report by Customer that there is an inability to: conduct traffic on four or more analog trunks, conduct normal traffic on 9 or more station lines or conduct traffic over any T-1 or PRI trunk group. Also included in Class 1 trouble reports are: power system alarms, major or critical system alarms, static or noise which is system wide and all categories of real-time failure of the SMDR or ACD systems. Also included are: the inability to access the voice messaging system, server disk drive failures, or a report that a critical set, line or service is down.

A Class 2 trouble report is a report that there is a trouble other than that included in the Class 1 listing above.

A trouble report that has been cleared through remote access will not be termed a missed response. However, unsuccessful remote access maintenance effort

does not alter the Contractor's obligation to respond in the timeframes and as specified herein.

### 5.3 Communications during outage

After initiating a Class 1 trouble ticket, either from a customer report or from automated system alarm notifications, vendor support shall report to customer representative with resolution progress on an hourly basis, until the issue is resolved.

This reporting may be in the form of a phone call or written email communication, but if electronic, support staff must be available for questions / comments. (One way communication is not sufficient).

### 5.4 Escalation

Please attach a detailed description of the escalation procedures used by the vendor, and the manufacturer, in the event a trouble or problem cannot be solved. (This may be a copy of same requested in Section 2)

### 5.5 Ongoing Maintenance and support

The Customer wishes to secure a long term maintenance and support agreement with the successful vendor. Please provide itemized pricing to extend the coverage period beyond the one-year guarantee period by:

5.5.1 Two years, for a **total of three** years from acceptance

5.5.2 Four years, for a total of 5 years from system acceptance.

5.5.3 Annual renewal, year by year, starting after year 1. For up to seven (7) 1year renewals.

Be sure to note clearly if there are any additional required or optional manufacturer support or maintenance components (such as Software Support, etc.) that should be included. All maintenance options or components should be clearly identified and itemized in the cost section.

### 5.6 Preventative maintenance

Vendor shall include an annual site visit to perform inspections of all equipment and preventative maintenance, cleaning, and any other procedures recommended by the manufacturer.

### 5.7 Transition of maintenance contract to new vendor

It is expected that at some date beyond the initial term, or subsequent renewals, Customer will seek to forge a new maintenance agreement. To facilitate this process, which may include a transition to a new contractor, Customer may wish to move to a month-to-month contract for some period not to exceed 1 year. This

month-to-month option shall be offered by the Contractor under the same terms and conditions, and costs, without penalty.

## 5.8 Software and firmware updates

- 1.1.1 Vendor shall notify customer when new software and firmware is made available for all systems. If the updates are security related, notification should be immediate, and vendor shall coordinate with customer to apply patches and updates after hours, and as soon as is convenient for the customer. This work shall be done at no additional charge.
- 1.1.2 Vendor shall provide in (approximately the 10<sup>th</sup> month of) the first year, and in each of the following renewal years, a review of software, hardware, and firmware updates that have become available for all equipment. Customer may, at their option, decide to have these new releases applied to the equipment, or postpone, on a case by case basis.
- 1.1.3 Once approved, vendor shall coordinate with customer to apply, after hours, and at no additional charge to the customer.



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

## **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.**



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

**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



**BOARD OF CONTRACT AND SUPPLY  
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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.

## Certificate of Insurance

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

**Providence Water**

125 Dupont Drive  
 Providence, RI 02907  
 Attention: Elizabeth Paquin

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

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

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

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