



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

# REQUEST FOR PROPOSALS

**Item Description:** **Virtual Computing Services and Support 3 Year Contract (Exp. 6/30/27)**

**Procurement/MinuteTraq #:** 44476

**Date to be opened:** Monday, April 22, 2024.

**Issuing Department:** Providence Water Supply Board.

## 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

No Pre-bid Conference.

**Deadline for questions submissions:** March 30, 2024.



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

**INSTRUCTIONS FOR SUBMISSION**

**Meeting Date:** April 22, 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  
CITY OF PROVIDENCE, RHODE ISLAND**

## **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**  
CITY OF PROVIDENCE, RHODE ISLAND

**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  
CITY OF PROVIDENCE, RHODE ISLAND**

**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



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

**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  
CITY OF PROVIDENCE, RHODE ISLAND**

**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  
CITY OF PROVIDENCE, RHODE ISLAND**

**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) through 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):



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

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  
CITY OF PROVIDENCE, RHODE ISLAND**

**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  
CITY OF PROVIDENCE, RHODE ISLAND**

**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**

## **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
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.



**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  
CITY OF PROVIDENCE, RHODE ISLAND**

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

12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
17. The failure of the City to require performance of any provision shall not affect the City's right to

require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

## 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.

# 1 Instructions and Notifications

## 1.1 Terms of Use

This document is to be used only by the recipient to assist in responding to the project for which it is intended. **Any other use or reproduction, in whole or in part, is prohibited without the written permission of the author.**

## 1.2 Terms/Definitions

This is a Request for Proposal. 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.

## 1.3 Questions and Inquiries regarding RFP

Proposers may submit questions regarding the RFP to: Pedro Santos, Providence Water, 125 Dupont Drive, Providence, RI 02907.

All questions regarding the RFP, bid requirements or the specifications must be submitted via email to [pedros@provwater.com](mailto:pedros@provwater.com), or in writing to the above address.

Question Deadline: Any questions must be RECEIVED no later than 3:30 PM. Any responses by the City will be issued to all vendors.

No officer or agent of the City is authorized to waive this requirement. No questions will be accepted if not received by the submission deadline.

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

## 1.4 Modifications to RFP

The customer reserves the right to revise, modify, supplement, or withdraw this RFP at any time. In the event that it becomes necessary or desirable to revise, modify, supplement, or withdraw any part or all of this RFP, an addendum to this RFP or other notification will be issued.

## 1.5 Submission Materials

All materials submitted regarding this RFP will become the property of the customer and will only be returned to the vendor at the customer's option. Responses may be reviewed by any person or persons at the discretion of the customer. The customer reserves the right to use any RFP ideas or options presented in reply to this request. Disqualification of a vendor or non-acceptance of the RFP does not eliminate this right.

## 1.6 Multiple Responses

Vendors may submit more than one bid RFP response. The customer reserves the right to select the RFP response that seems best suited to its needs and to set aside additional responses from the same vendor. Each RFP response must be complete and stand on its

own. Its language must be clear, free of acronyms (unless defined therein) and suitable for comprehension by a magistrate not schooled in telecommunications sciences.

## 1.7 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.

## 1.8 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% Overall cost.

## 1.9 Response Format

1.9.1 The bid lead sheet (attached) shall be the first section on all responses.

1.9.2 This should be followed by a Summary section which 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.

1.9.3 The Cost Section

Include here the itemized breakdown of all equipment and hourly rates. Be sure to include any other costs, fees, shipping / delivery, or miscellaneous costs. Add additional sheets as needed.

1.9.4 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 [pedros@provwater.com](mailto:pedros@provwater.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.

1.9.5 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.

#### 1.10 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 qualified technicians.

#### 1.11 Hold Harmless

The successful bidder/contractor shall be responsible for his work and every part thereof, and for all materials, tools, appliances, and property of every description used in connection therewith. The said bidder agrees to indemnify and save harmless the Customer, its employees, agents, and consultants against loss or expense by reason of the liability imposed by law upon the contractor, all sub-contractors, or owner for damage because of bodily injuries, including person or on account of damage to property arising out of or in consequence of the performance of this work whether such injuries to persons or damage to property are due or claimed to be due to any negligence, including gross negligence, of a sub-contractor, the owner, the general contractor, his or their employees or agents, or any other person.

#### 1.12 Certifications

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

#### 1.13 Evaluation Rights

The Customer reserves the unqualified right in its sole and absolute discretion to choose to qualify or reject any or all Proposers either on the basis of an evaluation or the factors listed in the RFP or for other reasons, including, but not limited to, the convenience of the Customer.

#### 1.14 Rejection of Proposals

The Customer reserves the right to reject any and all responses, wholly or in part, to advertise for new proposals or proceed to do the work otherwise, as may be deemed to be in the best interest of the Customer.

#### 1.15 Waiver of Minor Informalities, Deviations, Mistakes, and Matters of Form

The Customer reserves the right to waive any "minor informalities," minor deviations, insignificant mistakes, and matters of form rather than substance, and to seek clarification of the proposal or contract document which can be waived or corrected without prejudice to other Proposers.

## 2 General

### 2.1 General

Providence Water is Providence Water is Rhode Island's largest water utility and is owned and operated by the City of Providence. Providence Water provides 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.

### 2.2 Project Scope

Providence Water has a virtual server environment at its headquarters in Providence, RI. This virtual server environment houses mission critical services and applications that allows Providence Water to continue to serve its customers in the most timely and efficient manner possible.

The virtual server environment hosts technologies that include voice, data, video, wireless, and security.

The successful bidder will be required to provide consulting services, on an hourly basis, as needed, for a three year period beginning July 1, 2024 and ending June 30, 2027. This RFP seeks qualified vendors to provide service and support to the data center infrastructure, including these general areas:

- Proactive support and preventative maintenance
- Reactive incident response
- Project consultation
- General support

### 3 Vendor Qualifications

#### 3.1 Vendor Qualifications

It is important that the proposing vendor have the capability, resources, background, and familiarity with the current environment to support the organization with its long-term goals. To this end, please respond to the following questions and information requests. If use of subcontractor(s) is planned, include separate and complete answers from each subcontractor:

- 3.1.1 Please describe the size of your company, in personnel numbers, customer base, and annual sales.
- 3.1.2 Describe the product lines supported (including those not being proposed in this RFP).
- 3.1.3 For which of these product lines does vendor maintain certification for installation and maintenance?
- 3.1.4 How many technical professionals do you have on staff?
- 3.1.5 Describe certification levels and number of staff with current certification.
- 3.1.6 In the customer required service, be it warranty or service contract basis,
  - 3.1.6.1 How would the customer request such service?
  - 3.1.6.2 Identify the locations where the technicians are based who would be expected to provide services to the Customer.
  - 3.1.6.3 Describe the geographical boundaries of the coverage area of the maintenance depot that would be responding to service calls from the Customer.
  - 3.1.6.4 Within this geographical boundary, how many customers are served from this maintenance depot?
- 3.1.7 How many virtual computing environment customers do you have in Rhode Island?
- 3.1.8 How many virtual computing environment customers do you have nationally?
- 3.1.9 How many virtual computing environments, supporting technologies identified within this RFP, have been installed or are supported by vendor in the New England area? Please provide dates, locations and sizes of installations.
- 3.1.10 List customer references (min 5) for comparable installations. Include customer name, contact person and phone number, model of equipment, dates, size and cost of installation.

## 4 Existing Infrastructure – IN SCOPE

For purposes of this RFP, items listed in Section 4 “**Existing Infrastructure – IN SCOPE**” are systems, hardware platforms and applications currently deployed by Providence Water in which interested vendors shall be bidding upon. A successful bidder must be able to prove competency in all listed systems, hardware platforms and applications.

### 4.1 Facility Location

- 4.1.1 For purposes of this RFP, Providence Water conducts business from two facilities
- 4.1.2 The primary location is located at 125 Dupont Drive, Providence, RI
- 4.1.3 The second facility is located at 61 North Road, Hope, RI
- 4.1.4 The successful bidder must be able to respond to the above-mentioned facilities within the specified Service Level Agreement time limits identified within this RFP

### 4.2 Virtualization Software

- 4.2.1 Providence Water currently deploys VMWare products throughout its virtualized computing environment.
- 4.2.2 Several multi-host clusters that host More than 100 Virtual Servers are housed within the clusters.

### 4.3 Primary Storage

- 4.3.1 Providence Water utilizes SAN storage equipment as its primary storage platform.
- 4.3.2 The current architecture segregates server’s infrastructure as well as other critical resources.

### 4.4 Secondary Storage / Backup & Replication

- 4.4.1 Providence Water currently has NAS devices deployed as its secondary storage solution.
- 4.4.2 For backup and replication Providence Water multiple instances of a third-party application approved by VMware.

### 4.5 Servers

- 4.5.1 All virtual computing hosts are Dell Servers

### 4.6 Network Switching

- 4.6.1 Within the virtual environment architecture, there are Dell Networking switches.

## 5 Professional Services and Deliverables

The following section details the deliverables associated with this RFP. The successful bidder must be able to support all items listed below. This section of the RFP is what the successful bidder will be bidding upon. Please reference this section when submitting quotes associated with line items located in Appendix A of this document. Please provide any supporting documentation with the bid proposal.

### 5.1 Scope

In general terms, the successful bidder will augment the current Providence Water Information Technology staff to provide professional expertise within the virtual computing environment in order to maintain business continuity while maximizing system uptime. The successful bidder should be familiar with current Providence Water virtual computing architecture.

### 5.2 Professional Services Cost Categories

5.2.1 All costs should be not-to-exceed figures and broken into (at least) three categories. For purposes of this RFP please subtotal bid quotes for business hours and off hours totals (if applicable):

- 1) Proactive Support/Preventative Maintenance - Time spent on preventative maintenance of the environment (patching, updates, firmware, version compatibility checks, etc...), these times may occur within or outside of business hours, depending upon business impact
- 2) Reactive Support - Responding to issues, problems and general support (Tier III) questions, acting as a liaison between various other IT contractors as it relates to the virtual computing environment, these times may occur within or outside of business hours, depending upon business impact
- 3) Project / Growth - Work on projects as specified by Providence Water IT department as they relate to the virtual computing environment, attending any relevant strategy meetings, coordinating with other IT vendors in their execution of scheduled projects. These times will occur during business hours.

5.2.2 Please describe vendor's approach and methodology for the work using the categories above. The successful bidder will subtotal the number of hours expected each month for proactive time, will provide an hourly rate for reactive time (both during business hours as well as after business close) as well as an hourly rate for general inquiries.

5.2.3 Be sure to include in the cost section an itemized breakdown of hours proposed for each task / category of work, with associated add/drop hourly rates.

### 5.3 Scope adjustments

Because of the complexity of the environment and the number of systems in production, some overlap between vendor responsibilities or capabilities may develop. Customer expects to maintain the divisions of responsibility established in this RFP. However, it may

become advantageous, for logistical or cost purposes, to adjust the work scope of certain efforts as projects/tasks/situations dictate.

To this end, Customer reserves the right to adjust the scope of work, up or down, as needed during the course of the project. All hourly rates quoted will be considered add/delete unless otherwise specified.

#### 5.4 Implementation Planning and Schedules

5.4.1 Customer wishes to proceed immediately with staff augmentation upon award to review overall strategy and planning to date and identify appropriate preventative maintenance schedule.

5.4.2 Describe the Vendor's preventative maintenance plan in detail. Include a list of meetings / discussions required, responsible parties, resources required of the customer with time estimates if possible.

#### 5.5 Documentation

5.5.1 Any changes to the existing virtual computing environment are to be documented on professionally composed as-built diagrams. These are to reflect a snapshot of the installation on the date of acceptance, and will be the output of a carefully layered and composed network diagram (MS-Visio .vsdx format or approved alternate).

5.5.2 Hard copy and electronic versions of all relevant documentation/changes are to be provided.

5.5.3 The vendor shall guarantee all labor, any equipment and/or materials and apparatus furnished and installed under this Contract for a minimum period of 1 year from the date of acceptance of the installation by Owner if applicable.

## 6 Service Level Agreement

Customer desires to put in place a service level agreement, the successful bidder will be able to meet or exceed the terms of the service level agreement herein. Please reference this section when submitting quotes associated with line items located in Appendix A of this document. Please provide any supporting documentation with bid proposal.

#### 6.1 Normal business hours

6.1.1 For purposes of this RFP normal business hours are 8:00 am – 5:00 pm Monday through Friday

6.1.2 Given the criticality of the business, Providence Water has limited but essential staff on-site outside of normal business hours.

## 6.2 Incident response

- 6.2.1 Given the criticality of the virtual computing environment and the role Providence Water plays in the State of Rhode Island, the successful bidder will demonstrate the ability to respond to incidents that occur within the virtual environment within a 2-hour window from time of notification of incident.
- 6.2.2 Incident response may occur via secure VPN access or may require a physical presence on-site, in each case a 2-hour response time must be adhered to.
- 6.2.3 For any systems or applications in which the successful bidder remotely monitors the health status of the virtual computing environment. A notification must be sent to a Providence Water IT representative at time of incident identification. This representative is to be named after the successful bidder has been on-boarded. Notification can happen via email, SMS text or via telephone call.
- 6.2.4 A formalized incident response plan to incidents occurring within the agreed upon at the time of on-boarding. The responsibility of the response plan will fall upon the successful bidder to be reviewing and agreed upon by Providence Water.
- 6.2.5 The successful bidder must provide Providence Water with all necessary contact information for incident reporting and problem escalation. These contact points must be monitored by the successful bidder in such a manner that would allow the successful bidder to dispatch the necessary resources within the 2-hour window on a 24x7x365 basis should the situation warrant.

## 6.3 Service Level Agreement Terms

- 6.3.1 The service level agreement will be applicable for the entirety of the engagement of the successful bidder.
- 6.3.2 Providence Water reserves the right to cancel or renegotiate the terms of the service level agreement at any time.

## 6.4 Scheduled Maintenance & Maintenance Windows

- 6.4.1 All routine schedule maintenance must be pre-approved by Providence Water.
- 6.4.2 Providence Water will provide the successful bidder sufficient time to plan, schedule and test any unforeseen updates, improvements or necessary modifications that fall outside of items that would be known industry wide as routine scheduled maintenance.
- 6.4.3 Any changes to the production environment that could in any way be service impacting must be scheduled and pre-approved ahead of time, at that time a maintenance window will be provided to the successful bidder by Providence Water.
- 6.4.4 At the conclusion of any maintenance or changes to the production environment, the successful bidder will provide Providence Water with documentation of any changes that were made to the environment during the maintenance.

## Appendix A: Cost Section: Itemized Pricing For Virtual Computing Environment Services and Support

Please provide hourly rates for each of items 1 through 5 listed for each year of engagement. Also, please provide an estimate of hours spent monthly for item 6 for each year of engagement. Lastly, please indicate if the terms of the Service Level Agreement can be met in item 7.

1. Hourly Rate – Normal Business Hours Proactive Support (Routine and Preventative Maintenance)
2. Hourly Rate – Normal Business Hours Reactive Support (Incident Response)
3. Hourly Rate – Off Hours Proactive Support (Routine and Preventative Maintenance)
4. Hourly Rate – Incident Response Off Hours Reactive Support (Incident Response)
5. Hourly Rate – Normal Business Hours General Support (Design Evaluation/Project Support/Growth)
6. Estimated number of monthly hours for Proactive Support, Routine and Preventative Maintenance
7. Can the bidding organization meet the terms of the Service Level Agreement

Please provide answers to the six items listed above in the space provided below.

1. \_\_\_\_\_ per hour

2. \_\_\_\_\_ per hour

3. \_\_\_\_\_ per hour

4. \_\_\_\_\_ per hour

5. \_\_\_\_\_ per hour

6. \_\_\_\_\_ estimated hours per month

7. Able to meet the terms set forth in the Service Level Agreement (circle) **YES / NO**