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SUBJECT: PIGGYBACK CITY OF PROVIDENCE, RHODE ISLAND – FALSE ALARM TRACKING AND BILLING SERVICES RFP#PVD22-282

BID #: PSC-0273-24 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF EXECUTED CONTRACT THROUGH SEPTEMBER 30, 2026 WITH TWO (2) ONE (1) YEAR RENEWAL

AGENCY: JACKSONVILLE SHERIFF'S OFFICE

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED**: ( ) **OTHER ( )**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback CITY OF PROVIDENCE, RHODE ISLAND – FALSE ALARM TRACKING AND BILLING SERVICES RFP#PVD22-282 with PM AM Corporation for the Jacksonville Sheriff's Office. Period of service is from date of executed contract through September 30, 2026 with two (2) one (1) year renewal options. This is a revenue generating contract. The PM AM Corporation will collect all revenues generated in accordance with the City of Jacksonville False Alarm Ordinance Chapter 168. The City's share will be 79% of the revenue generated from fees, fines and penalties.

To be executed by formal contract through the Office of General Counsel.

Attachments: Agency Memo, Contract #PVD22-282, Certificate of Insurance

BUYER: _____ **RESPECTFULLY SUBMITTED** _____
OLIVE WALLACE-COHEN DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Larry Schmitt, Director of Police Services**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

JACKSONVILLE SHERIFF'S OFFICE

T.K. Waters, Sheriff

Dedication. Service. Honor. Community.

To:	Dustin Freeman Chief of Procurement
Thru:	Bill Clement, CPA Chief of Budget
From:	Larry Schmitt Chief of Police Services
Subject:	Award Request – Piggyback City of Providence, Rhode Island – False Alarm Tracking and Billing Services – RFP #PVD22-282
Date:	October 12, 2023

The Jacksonville Sheriff's Office is requesting a piggyback award under Sections 126.211 and 126.309 of the ordinance code to procure False Alarm Tracking and Billing Services. We request authorization to utilize the City of Providence, Rhode Island RFP#PVD22-282, which was competitively procured and awarded to PM AM Corporation. The contract is an active contract between the City of Providence and the supplier. We are requesting the award between the City of Jacksonville/Jacksonville Sheriff's Office and PM AM Corporation, from date of executed contract through September 30, 2026, with two (2) one (1) year renewal options. This is a revenue generating contract. The PM AM Corporation will collect all revenues generated in accordance with the City of Jacksonville False Alarm Ordinance Chapter 168. The City's share will be 79% on revenue generated from fees, fines and penalties.

Attached is a copy of solicitation RFP#PVD22-282 and subsequent contract the City of Providence and PM AM Corporation. Piggybacking on the contract will enable the Jacksonville's Sheriff's Office to obtain False Alarm Tracking and Billing Services. We are requesting authorization for the contract to be executed by the Office of General Counsel.

Attached is a copy of the copy of the Certificate of Liability Insurance approved by Risk Management.

Please let me know if you require any additional information. Thank you for your assistance.

AGREEMENT FOR ALARM PROGRAM ADMINISTRATION SERVICES

This Agreement for Alarm Program Administration Services (the "**Agreement**") is made and entered into in Dallas County, Texas by and between PMAM Corporation, a Texas corporation whose address is 5430 LBJ Freeway, Suite 370 Dallas, TX 75240, (the "**PM AM**") and the City of Providence, State of Rhode Island (the "**City**") to be effective upon the date of execution of this Agreement by the City Manager or the City's authorized designee as set forth on the Signature Page hereto (the "**Effective Date**").

Recitals

WHEREAS, the City desires to engage the services of PM AM to provide certain installation, conversion, operation and service of a False Alarm Management Program including the collection services in accordance with the City's alarm ordinances in accordance with the terms of this Agreement (as hereinafter defined) (collectively, the "**Services**"); and

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article 1
Scope of Services

1.1 The parties agree that PM AM shall perform the Services in accordance with the terms and conditions of the City's alarm ordinance and this Agreement. The parties' agreement consists of this Agreement and the following Exhibits, which are incorporated herein and made a part hereof by this reference thereto:

Scope of Work and Contract Requirements – Exhibit A
Pricing and Receipt of Collections - Exhibit B

In the event of a conflict in interpretation, the documents shall control in the following order: (ii) the Agreement, (ii) Exhibit A, and (iii) Exhibit B, as further modified by the written agreement by the parties as a result of software implemented and deployed by the parties.

Article 2
Terms of Agreement

2.1 The initial term of this Agreement shall be for a period of three (3) years commencing on the Contract Implementation Date (as hereinafter defined) and ending on the day immediately preceding the third anniversary of the Contract Implementation Date (the '**Initial Term**"), subject to earlier termination as set forth in Article 6 hereof. Upon the expiration of the Initial Term, this Agreement shall be subject to automatic extension from year to year thereafter (each an "**Extended Term**") on the same terms and conditions as set forth herein, unless either party notifies the other in writing at least sixty (60) days prior to the expiration of the Initial Term or the Extended Term, as applicable, that such party will not further extend the term of this Agreement. As used herein, the term "**Contract Implementation Date**" shall mean the first day of the calendar month for

which PM AM commences billing for its Services to the City hereunder following the installation of the False Alarm Management Program.

2.2 PM AM shall receive compensation, including authorized reimbursements including reimbursement for any City fees paid by PM AM to the City to permit PM AM to provide the Services or Special Services hereunder, for all Services rendered under this Agreement at the rates set forth in pricing included in this Agreement as Exhibit "B". The compensation is based on a revenue sharing model. In order to facilitate the sharing of revenues as set forth in Exhibit "B" hereto, the City authorizes PM AM to open a P.O. Box and bank account on the City's behalf.

2.3 At any time during the term of this Agreement, the City may request that PM AM perform Special Services for additional compensation to be agreed upon by the City and PM AM prior to the performance of any Special Services by PM AM. As used herein, Special Services means any work which is determined by the City to be necessary for this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement and which PM AM agrees to perform. If the City and PM AM reach an agreement on the performance of Special Services, PM AM shall undertake such Special Services after receiving the authorization from the City.

2.4 The City acknowledges and agrees that PM AM reserves the right to offer, and may offer, similar services to other government agencies under similar terms and conditions as stated herein except that the revenue share percentage allocated to PM AM and the other government agency may be negotiated between PM AM and such other agency based on the specific revenue expectations, agency reimbursed costs, the exact scope of services to be provided by PM AM, and other agency requirements. PM AM acknowledges and agrees that the City shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between PM AM and such other government agency.

Article 3
PM AM's Responsibilities

3.1 Subject to the limitations hereinafter set forth, PM AM agrees to and shall defend, indemnify and hold harmless the City, its officers, and management employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, litigation costs and expenses, arising out of the performance of the Services or Special Services, caused solely by any grossly negligent act or omission of PM AM, or any subcontractor of PM AM. Lack of insurance coverage does not negate PM AM's obligation under this paragraph of this Agreement.

3.2 At all times during the term of this Agreement, PM AM shall be an independent contractor and shall not be an employee of the City. The City shall have the right to control Contactor only insofar as the results of PM AM's services rendered pursuant to this Agreement. The City shall not have the right to control the means by which PM AM accomplishes services rendered pursuant to this Agreement.

3.3 Notwithstanding any other provision of this Agreement to the contrary, in no event whatsoever shall PM AM be liable for damages attributable to its actions or inactions, or its subcontractor's actions or inactions, with respect to the Services or Special Services provided hereunder, whether for indemnification or otherwise, in excess of the sum of: (i) any insurance proceeds actually received by PM AM, or paid by PM AM's insurance carrier to the City, with respect to the claim

for indemnification by the City hereunder, and (ii) the amount of fees actually retained by PM AM under this Agreement as its fee during the six (6) months immediately preceding the act or omission that generated PM AM's indemnification obligation hereunder; provided, however, the limitations on the indemnification obligations of PM AM set forth in this Section shall not apply to the obligation of PM AM to pay the City its share of the collected revenues as set forth in this Agreement.

3.4 Notwithstanding any other obligation of PM AM hereunder, in no event shall PM AM be liable for any indirect, incidental, special, consequential or punitive damages, including loss of fees, profits or income, arising directly or indirectly out of the provision or non-provision of Services or Special Services hereunder, whether or not PM AM had any knowledge that such damages might be incurred.

3.5 If PM AM is required to indemnify the City hereunder, PM AM may assume the defense of the City with counsel reasonably acceptable to the City at the expense of PM AM. In addition, the City may engage its own counsel to participate in any defense in any such proceeding at the City's expense.

Article 4
The City's Responsibility

4.1 The City shall cooperate with and assist PM AM by, among other things, making available, as reasonably requested by PM AM, management decisions, personnel, information, approvals, IT assistance and acceptance that are needed by PM AM to carry out its obligation under this agreement.

Article 5
Insurance Requirements

5.1 At the current time, PM AM does not maintain any offices in the State in which the City is located, nor does PM AM maintain any employees in such State. All Services required to be performed by PM AM hereunder shall be performed by PM AM at its offices in the State of Texas or elsewhere outside the State in which the City is located. PM AM shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. PM AM shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been approved by the City, nor shall PM AM allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been obtained and approved. The insurance requirements shall remain in effect throughout the term of this Agreement. PM AM, at PM AM's sole cost, shall purchase and maintain, during the term of this Agreement, insurance coverage providing not less than the following:

5.1.1 Comprehensive or Commercial General Liability: $500,000 combined single limit per occurrence for bodily injury, personal injury or death and property damage. The coverage's under this policy shall include those found in the Comprehensive General Liability Broad Form endorsement. This policy shall have no standard coverage removed by exclusions, unless approved by the City.

5.1.2 Automobile Liability: $500,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.

5.1.3 Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of $100,000 for each accident, $500,000 policy limit- Disease. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this Agreement.

5.2 All insurance policies, other than Professional Liability, provided under this Agreement shall be written on an occurrence basis.

5.3 The City shall be named as additional insured on the General Liability and Automobile Liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf. If PM AM, for any reason, fails to maintain insurance coverage which is required under this agreement, the failure shall be deemed a material breach of contract. The City, at its sole option, may terminate this Agreement.

5.4 Each insurance policy shall be endorsed to state that coverage shall not be canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City, or in the event of cancellation because of nonpayment of premium, that the insurer shall give written notice to the City not later than ten (10) days following cancellation.

5.5 Insurance is to be placed with insurers with a Best rating of no less than A:VII. Insurers must be duly authorized to transact business in the State of Texas.

5.6 Certificates of Insurance if requested shall be submitted on the Accord form only. Certificates and endorsements effecting coverage required by this clause shall be forwarded to the City's Purchasing Department.

Article 6
Termination of Agreement

6.1 Grounds for Termination

6.1.1 The City shall inform PM AM in writing, if PM AM fails to perform its duties under this Agreement with a ninety (90) days window to correct the problem. PM AM shall remedy the problem within ninety (90) days from the receipt of such notice. Should PM AM fail to remedy the problem within ninety (90) days, the City may terminate this Agreement.

6.1.2 PM AM's Fee Schedule and pricing for any and all Services to be provided by PM AM to the City under this Agreement have been set, established and agreed to be based upon the current provisions of applicable City ordinances relating to alarms. Should said ordinances change at any time during the term of this Agreement to reduce the applicable fee, fines and charges, then PM AM reserves the express right to enter into good faith negotiations with the City to modify the Fee Schedule and pricing accordingly. If, within thirty (30) days of notice from PM AM to the City of its desire to so renegotiate, the parties are unable to reach an agreement mutually acceptable to both parties, then PM AM reserves the right to terminate this Agreement. Said termination shall not be deemed to be a default by PM AM under this Agreement, PM AM shall be paid all fees and costs due and owing PM AM as of the date of said termination.

6.1.3 PM AM may terminate this Agreement upon written notice to the City if the City misuses or attempts to appropriate the proprietary software of PM AM.

6.2 Effect of Termination

6.2.1 If this Agreement is terminated as provided herein, the City may require PM AM to provide all finished and/or unfinished data and other information of any kind possessed by PM AM in connection with the performance of Services under this Agreement. PM AM shall be required to provide such information within a reasonable period of time of receipt of the request not to exceed thirty (30) days. Specifically, in the event the City shall terminate this Agreement:

6.2.1a All data relating to alarm permits shall be owned by the City. Upon termination of this Agreement, PM AM shall promptly deliver to the City all data in MS-SQL format.

6.2.1b. PM AM retains all right and title to the Application software, including but not limited to, all publication rights, all development rights, all reproductions rights, and all rights that may follow from the commercial development of the software. The City does not acquire any ownership rights to the Application software. The Software is protected in favor of PM AM, as well as any future registered trademarks, are trademarks of PM AM.

6.2.1c. The proprietary software is considered loaned to the City during the duration of this Agreement as laid out in this Agreement and the City will not have any access to PM AM's proprietary software after the conclusion of the Agreement.

6.2.1d. The City shall pay PM AM all fees and costs due and owing PM AM as of the date of said termination.

6.2.1e. The provisions of this Section shall survive the termination of this Agreement.

Article 7
Confidentiality of Information

7.1 At all times, PM AM shall recognize the City's sole and exclusive ownership of all information provided by the City, and the sole and exclusive right and jurisdiction of the City to control the use of this information. Similarly, the City recognizes that the proprietary software described in Section 6.2.1c. above is owned by PM AM and the City has no rights or claim thereto.

7.2 Each party agrees that neither it, nor its employees, subsidiaries, subcontractors, or agents shall disclose confidential information of the other party, to any person or to anyone except as necessary to perform its obligations under this Agreement, without the expressed written permission of the other party or unless required to do so by law. **City shall promptly inform PM AM if City receives a public records request for information designated by PM AM as confidential so as to provide PM AM an opportunity to object.**

7.3 Each party further agrees that in the event that any documents containing confidential information of the other party should be improperly used or removed in any way from the possession or control of the other party by a party, the breaching party shall immediately notify the other party orally and in writing, and shall join with the other party at their request in taking such reasonable steps as the owner of the confidential information may deem advisable to enjoin the misuse and regain

possession of such confidential information, or steps otherwise necessary for the protection of the owner's rights and the confidentiality of the information.

7.4 PM AM agrees to return any and all data furnished and information derived hereunder promptly upon a request by the City and its authorized designee.

Article 8
General Provisions

8.1 This Agreement and its attachments constitute the sole and only agreement between the parties and supersede any prior understandings written or oral agreements between the parties with respect to this subject matter.

8.2 Except as otherwise provided herein, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties hereto without the prior written consent of the other party; provided that PM AM may assign this Agreement to its successor without consent by the City by giving written notice to the City. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.3 This Agreement shall be governed by the laws of the State of Rhode Island; and venue for any action concerning this Agreement shall be in Providence County, Rhode Island.

8.4 This Agreement may be amended by the mutual written agreement of the parties.

8.5 In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.6 Any notice required or permitted to be delivered hereunder may be sent by first class mail or overnight courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

City of Providence: Chief of Police
Oscar L. Perez
325 Washington Street
Providence, RI 02903

PM AM: PMAM Corporation
Attn: Mr. Pankaj Kumar, President
5430 LBJ Freeway, Suite 370
Dallas, TX 75240

8.7 This Agreement may be signed in counterparts, each of which shall constitute an original.

(Signature Page Follows on Next Page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

9th day of June in the year 2023.

City of Providence

By: _____
Name: Chief Oscar L. Perez,
Title: Chief of Police

PMAM Corporation

By: _____
PANKAJ KUMAR,
Chief Executive Officer

Approved as to form and correctness:

By: _____
Name: Jeff Dana
Title: City Solicitor

Attest:

By: _____
Name: James McReynolds
Title: Director of Sales - FAMS

Exhibit A

Scope of Work and Requirements

Scope of Work:

It will be PM AM's responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis.. PM AM shall accurately convert all pertinent data downloaded from the City's current primary alarm and accounts/receivable databases to populate the FAMS system. Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information.

PM AM shall provide appropriate supplies and services including but not limited to;

1. Single point of contact and daily resident assistance
2. Maintenance of databases:
   a. Alarm permits
   b. Permit Holders
   c. Permit Holders with outstanding charges
   d. Non-permitted locations with outstanding charges
   e. Address verification database
3. Collection of payments in accordance with the rates established by the alarm ordinance, and any implementing resolutions or orders, as may be amended from time to time by the City
4. Performance of all the billing in accordance with the City's alarm ordinance, as may be amended from time to time by the City
5. Generation of the following reports including but not limited to:
   a. New alarm permits issued and fees collected
   b. Annual permit renewals billed and fees collected
   c. Permits inactivated or revoked and reason for inactivation or revocation
   d. Permits reinstated and reason for reinstatement
   e. Number of false burglar alarms
   f. Number of false burglar alarms billed and fees collected
   g. Number of false robbery alarms
   h. Number of false robbery alarms billed and fees collected
   i. Number of reinstatement fees billed and fees collected
   j. False burglary and/or robbery alarms for permit owners
   k. False burglary and/or robbery alarms for non-permitted owners
   l. Suspension or revocation Report for permit holders as per ordinance, if applicable

6. System functionality to capture the following information:

   a. Permit number

   b. Permit issue date

   c. Permit expiration date

   d. Permit type (residential / commercial)

   e. Name of business or residential permit holder

   f. Site
      1) Street address and zip code of property
      2) Type of property (residential / commercial)
      3) Telephone numbers
      4) Contact persons (minimum of 2) and phone number(s)
      5) Type of alarm system installed (burglary, panic, robbery)

   g. Billing
      1) Name
      2) Full mailing address (includes zip code)
      3) Contact person and phone number(s)

   h. Permit Holder Responsible for Alarm
      1) Name
      2) Complete mailing address
      3) Phone numbers

   i. Name and telephone number of alarm monitoring company

   j. Name and telephone number of company that installed the alarm system

   k. Special Medical Concerns

   l. Pet Information

7. System functionality to generate notices to alarm users without permits

8. Transfer on line and/or via magnetic media a skeleton version of entire registration database from FAMS system to RMS including the following:
   1) Permit number (or non-permitted identifier)
   2) Name of permit holder
   3) Location of permit holder
   4) Permit status
   5) Expiration date
   6) Last false alarm incident date and time
   7) Alarm type (i.e., burglar, panic, etc.)
   8) False alarm incident count

9. Transfer on line and/or via magnetic media incident records from RMS to FAMS including:
   1) Incident number
   2) Priority
   3) Call code
   4) Disposition

5) Date
6) Time:
   (a) Received
   (b) Dispatched
   (c) Arrived
   (d) Cleared
7) Remarks
8) Site name and address
9) Reportee name, address, phone number
10) Dispatcher- employee number and terminal
11) Phone clerk - employee number and terminal
12) Cleared code and disposition (true/false)
13) Officer number
14) Unit(s) assigned

Collection requirements and provisions:

PM AM will design, implement and maintain a system to serve as the billing and collections agent and accounts receivable (A/R) manager for the City Alarm Program Administration and Collection Service. PM AM will provide all hardware, software, materials, supplies, space, and staff resources as required. The system will meet the following collection specifications:

1. Bill format will provide stub or appropriate remittance form to accompany payment.
2. Bill format, permit forms, envelopes and related correspondence will identify the location of a PM AM staffed and maintained office so the customer may have the ability to obtain direct answers to questions about their bills and related false alarm system information.
3. All bills, correspondence and related matters will be approved by the City.
4. Bills will be due in time lines specified in the ordinance and or rules and regulations as appropriate.
5. Records of bills will be retained by PM AM to apply to Account Receivable system (A/R) to be maintained by PM AM.
6. PM AM will develop an A/R file, which the City will have access to review at any time.
7. System functionality for the City to print a bill for customers wishing to make payments at the walk in cashier location(s) of the City and to provide on-line information to PM AM regarding such payments so that PM AM can maintain A/R file.
8. PM AM will provide the ability for customer to pay on-line, by mail and via walk-in cashier.
9. Payments made by mail will be directed to a P.O. Box address in Texas maintained and managed by PM AM, unless and until the City directs that such payments be directed to a lock box address established by the City.
10. PM AM system will track NSF or insufficient fund check occurrences and occurrences where customer stop payments have been ordered.
11. PM AM will provide system for billing the customer for the appropriate NSF or insufficient fund check fee charges and charges for stop payment situations.

12. Notwithstanding the foregoing, the Services provided hereunder do not extend to any debt collection activities in the event the property owner does not pay the amount of the invoice submitted by PM AM. Any such debt collection activities shall be performed by an independent contractor selected either by (i) PM AM with the prior written consent of the City or its designee, or (ii) the City or its designee or agent upon written notice to PM AM.

Processing:

PM AM shall provide the services covered under this Agreement and Scope from its offices in Texas and make available hardware and software and services necessary to establish and provide the Alarm Program Administration and Collection Service.

PM AM's Obligation:

In addition to the above, PM AM shall:

1. Maintain the proposed equipment, hardware, and software, documentation, and support services for the equipment installed, including the timely incorporation of all engineering changes.
2. Supply the City with an interface document describing the type, size, location, and medium of transfer from the City RMS.
3. Defer to the City regarding the waiver of any false alarm fee incurred where there is question about the validity of any response or action taken by an employee(s) of the City regarding a specified alarm call.
4. When possible, reports shall be produced based on the entry of variable parameters. Threshold fields shall allow a specific date range or other criteria. When possible, all report searches, shall allow for multiple parameters.

Training

1. PM AM shall provide training for the City and Police employees. Training shall be conducted in several sessions on an as needed basis.

System Coordination

1. PM AM shall coordinate with the City's Finance Department, Information Services and the City Police Department to develop a system that will allow walk-in payments under the Agreement.

2. PM AM shall provide during the life of the Agreement on-going computer hardware, software support and maintenance to ensure uninterrupted operation. In the unlikely event of interruption, PM AM will make best efforts to restore service within seventy-two (72) hours

3. PM AM under this Agreement shall establish and provide public education, awareness and information regarding the City's Alarm Management Program.

City Licensing Fees

1. The City acknowledges and agrees that PM AM shall be exempt from any applicable City license fees in performing its services hereunder.

Exhibit "B"

Pricing and Receipt of Collections

This is a revenue sharing contract. PM AM shall retain the percentages and amounts listed in the table below of all collections and remit the percentage balance and amounts listed in the table below to the City for the total of the actual revenues generated and collected for the City during the life of this Agreement including all adjustments for:

a. Alarm permit and renewal fees;
b. False alarms violation fee above a mandated limit;
c. Reinstatement fees;
d. Late fee for false alarms, permit fees and renewal fees
e. Other charges imposed by the City in relation to the City's
f. Alarm Program Management and Collection Services (except for criminal penalties).

City of Providence, RI	PM AM Corporation
79%	21%

The City and PM AM shall share the revenue generated from fees, fines, and penalties as described above; provided that all bank charges and mailing cost incurred in connection with the Services rendered under this Agreement by PM AM shall be paid by the program before the foregoing split of fees.

The City shall pay PM AM a $10 processing fee for each refund check processed by PM AM through the Program (the "**Processing Fee**") promptly upon receipt of an invoice from PM AM for such Processing Fee.

PM AM reserves the right to renegotiate this pricing should the City change the fee schedule for the false alarm ordinance.

The City acknowledges that PM AM is installing the Program at no cost the City. Consequently, in the event the City terminates this Agreement within 12 months from the Effective Date for any reason other than the failure of PM AM to perform its Services hereunder that has not been cured by PM AM within 30 days of receipt of written notice of the problem, PM AM shall be entitled to receive, and the City shall pay to PM AM, the fees that PM AM would have received hereunder for a period of 12 months less the number of months, if any, that PM AM was paid its fees hereunder prior to the termination of this Agreement (the "**Guaranteed Period**"). If this Agreement is terminated after the Contract Implementation Date, the amount of the fees to be paid to PM AM shall be the average of the monthly fees retained by PM AM prior to termination of this Agreement multiplied by the number of months remaining in the Guaranteed Period. If this Agreement is terminated prior to the Contract Implementation Date, the amount of fees to be paid to PM AM shall be the amount of the fees projected by the parties to be retained by PM AM during the Guaranteed Period at the time this Agreement was executed. The amount of any fees payable to PM AM pursuant to the provisions of this paragraph shall be paid by the City upon termination this Agreement

unless the parties agree to have such amount paid in equal monthly installments over an agreed period of time. The provisions of this paragraph shall survive the termination of this Agreement.

In addition, in recognition of the fact that PM AM's Services under the Agreement and the expenses incurred by PM AM in performing such Services are incurred in advance of PM AM receiving a percentage of the fees collected under this Agreement and that the City shall have the benefit of such work as may have been completed up to the time of such termination, City agrees to continue to pay PM AM its percentage of fees collected for a period of 90 days after the termination of this Agreement on fees collected during such period that are attributable to amounts billed by PM AM to permit holders prior to the date of termination of this Agreement. This provision shall survive the termination of this Agreement.

The share of the revenues payable to PM AM and the City in accordance with the provisions of this Exhibit B shall be determined and paid monthly within 15 days after the end of each calendar month during the Term hereof based upon the amount of collections during the immediately preceding calendar month, adjusted for any outstanding authorized reimbursements or expenses payable to PM AM in accordance with the terms of this Agreement.

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

REQUEST FOR PROPOSALS

Item Description: **False Alarm Tracking and Billing Services**
(1 Year Contract with Two One Year Options to Renew)

Date to be opened: **December 5, 2022**

Issuing Department: Police Department

QUESTIONS

- Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to Purchasing Agent Chevell Burgess.
  - Phone: (401) 680-5264
  - Email: cburgess@providenceri.gov
    - Please use the subject line "**RFP Question**"
- Please direct questions relative to the Minority and Women's Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - Phone: (401) 680-5766
  - Email: gdiaz@providenceri.gov
    - Please use subject line "**MBE WBE Forms**"
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert:
  - **Ann Marie Keohane**
  - **401-243-5582**
  - akeohane@providenceri.gov

Pre-bid Conference
No Pre-bid Conference

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

INSTRUCTIONS FOR SUBMISSION

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

- Bidders must submit **3 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the RFP and bid are related and must include the company name and address on the envelope as well**. (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have **"NOT A BID"** written on the envelope or wrapper.
- Only use form versions and templates included in this RFP. If you have an old version of a form 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/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document)*
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 9-13) or on: https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/*

***Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of 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 3 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 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

WBE/MBE Form Instructions

The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City's procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, Sec. 21-52 (Minority and Women's Business Enterprise) and Rhode Island General Laws (as amended), Chapter 31-14, et seq. (Minority Business Enterprise), Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to contracts.

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

Only businesses certified with the State of Rhode Island as minority and/or women business enterprises are counted towards the City's goals. Eligible minority or women-owned businesses are encouraged to seek certification from the State of Rhode Island Minority Business Enterprise Compliance Office at: http://odeo.ri.gov/offices/mbeco/

Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Bid Requirements:

All Bidders: All bidders must complete and submit the ***MBE/WBE Participation Affidavit*** indicating whether or not they are a state-certified MBE/WBE and acknowledging the City's participation goals. Submission of this form is required with every bid. Your bid will not be accepted without an affidavit.

Bidders who will be subcontracting: Bidders who will be subcontracting must submit the ***Subcontractor Disclosure Form*** as part of their bid submission. All subcontractors, regardless of MBE/WBE status, must be listed on this form. Business NAICS codes can be found at https://www.naics.com/search/. Awarded bidders are required to submit ***Subcontractor Utilization and Payment Reports*** with each invoice.

Waiver Requests:

If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the *MBE/WBE Waiver Request Form* for review. Waivers will be considered on a case by case basis.

No waiver will be granted unless the waiver request includes documentation that demonstrates that the Bidder has made good faith efforts to achieve the City's stated participation goals. Waivers must be reviewed and signed by the City of Providence's MBE/WBE Outreach Director, Grace Diaz, or her designee. Department Directors cannot recommend a bidder for award if this form is applicable and absent. If the bid does not meet the participation goals of the City of Providence and a waiver is not filed with the signature of the MBE/WBE Outreach Director or her designee, the bid will not be accepted.

Verifying MBE/WBE Certification

It is the responsibility of the bidder to confirm that every MBE/WBE named in a proposal and included in a contract is certified by the Rhode Island Minority Business Enterprise Compliance office. The current MBE/WBE directory is available at the State of RI MBE Office, One Capitol Hill, 2nd Floor, Providence, RI, or online at http://odeo.ri.gov/offices/mbeco/mbe-wbe.php. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide. Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Form Instructions:

Access all bid forms from http://www.providenceri.gov/oeo/ or http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/. Download the forms as blank PDFs. Once saved on your computer, fill them out using the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved property. Google Chrome and similar

platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

Assistance with Form Requirements

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

Contract Requirements:

Prime contractors engaging subcontractors must submit the ***Subcontractor Utilization and Payment Report*** to the City Department's Fiscal Agent with every invoice and with request for final payment. This form is not submitted as a part of the initial bid package.

For contracts with duration of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non- MBE/WBE, the total amount paid to each subcontractor for the given period and to date. During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

Questions?

For more information or for assistance with MBE/WBE Forms, contact the City of Providence MBE/WBE Outreach Director, Grace Diaz, at mbe-wbe@providenceri.com or (401) 680-5766.

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

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

_____

_____

_____

Prime Bidder: _____
Prime Bidder (Company) Phone Number: _____

Which one of the following describes your business' status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island? _____MBE _____WBE _____Neither MBE nor WBE

By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:
It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Providence Code of Ordinances and Chapter 31-14 *et seq.* of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

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

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

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

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. **I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.**
Initial _____
If awarded this contract, I understand that authorized representatives of the City of Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City's MBE/WBE participation requirements.
Initial _____
I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

_____ _____
Signature of Bidder Printed Name

_____ _____
Company Name Date

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

SUBCONTRACTOR DISCLOSURE FORM

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

Prime Bidder: _____ Primary NAICS _____

Code: _____

Item Description (as seen on RFP): _____

_____

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

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

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

_____ _____

Signature of Bidder Printed Name

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

MBE/WBE Waiver Request Form

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

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at mbe-wbe@providenceri.gov, for review **prior to bid submission.** This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future.

Prime Bidder: _____
Company Trade: _____
Item Discussion (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.

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

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	Printed Name	Date Signed
Signature of City of Providence MBE/WBE Outreach Director	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 will be requested after an award is approved by the Board of Contract and Supply.
- **USE THESE BULLETS TO OUTLINE ITEMS YOU WILL NEED VENDORS TO PRODUCE ON REQUEST IF YOU SEEK TO AWARD THIS BID TO THEM.**
- **E.G. PROOF OF INSURANCE**

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

BID PACKAGE SPECIFICATIONS

REQUEST FOR PROPOSALS
FOR
FALSE ALARM TRACKING AND BILLING SERVICES

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.

   c) ☐ A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.

   d) ☒ No financial assurance is necessary for this item.

2. Awards will be made within **sixty (60) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

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

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

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

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

RFP FALSE ALARM TRACKING AND BILLING SERVICES

1.0 GENERAL

The City of Providence, Rhode Island ("City") is soliciting responses to this Request for Proposals ("RFP") from a qualified firm ("Vendor") for false alarm tracking and billing services. The City is seeking to enter into a revenue sharing contract with a firm that will be responsible for administering the City's false alarm reduction program, which will include database development and management, registration of alarm systems, alarm tracking, billing, collection and accounting services for registration fees and false alarm fees, correspondence with citizens and businesses regarding false alarms, and other services as directed by the City in accordance with City alarm ordinances. Such contract shall be at no cost to the City and shall be with a firm that has no interest whatsoever in the security alarm business.

During the contract period, the selected Vendor shall establish a close working relationship with the City and specifically the False Alarm Administrator and provide a proven, tested alarm tracking and billing system that will meet the City's alarm ordinance requirements.

Such firm shall be a single provider and have 100% control of the quality of service provided to the City. The City will be taking into consideration more than its financial benefit in its evaluation process. The City will proceed to determine that the Vendor is qualified and to that end will evaluate and verify the information provided by Vendor.

Vendor shall have a minimum of three (3) years' experience in administering false alarm reduction programs, similar to the services requested in this RFP. The experience should be with cities of a similar size as Providence.

The Vendor shall demonstrate its capability to provide computer technical support for any initial programming required to transfer all necessary information to Vendor in a timely manner.

The City desires a minimal involvement of City staff time and resources to support the alarm registration and false alarm tracking and fee remittance process.

For technical and security reasons, the awarded firm shall not have direct access to the City's Computer Aided Dispatch (CAD) system. The selected company must be able to accept a simple data feed of this information on a regular basis.

The Vendor shall return the City's data in an agreed-upon format at the end of the contract term, if the contract is not renewed, or upon any earlier termination.

The City's data shall only be stored within the continental United States.

The Vendor shall be PCI-compliant.

2.0 Scope of Services and Minimum Requirements

The overall objective of the City is to obtain the services of a false alarm administrator handling alarm registration, tracking and billing. The minimum requirements below describe the City's general expectations and the anticipated work to be performed. The City encourages all Vendors to include in their proposal any services they recommend to achieve these objectives that are not specifically requested herein.

The following services are anticipated to be needed, but the services to be provided are not limited to the following:

- Provide an electronic database to track all security alarm registrations.
- Track false alarm responses as provided by the City and alarm registration status (such as active, suspended or revoked) using the database.
- Make registration, false alarm and registration status data available for import and export to and from the City and alarm companies in Microsoft Excel format.
- Provide the City with electronic lists or reports of new registrations and changes of registration status on an as-needed basis.
- Generate and mail false alarm notifications, billings, and registration status change notifications to individuals and businesses.
- Ensure that only alarms within the City are being registered.
- Provide a toll-free citizen customer support telephone line. Such services shall not be outsourced and shall be conducted by the selected Vendor. Customer service personnel must have experience in handling the administration aspects (including tracking and billing) of the program and the service must be able to support any citizens' inquiries about the City's alarm ordinance, registrations, fines, etc.
- Provide continuing education programs for alarm users and alarm companies.
- Provide online registration and account status capabilities.
- Provide a service where data is easily accessed by a variety of search fields to facilitate inquiry.
- Provide a system that allows for the tracking and permitting of alarm dealers and alarm agents. The system should also have the capacity to maintain contact and other relevant information for individual companies and technicians.
- Provide a system that allows for seamless integration of computer interfaces to include Computer Aided Dispatch (CAD) and any other alarm processing and financial systems that may be involved.
- Provide a system that fully integrates a hearing and appeal system that allows for the adjudication of any action for any account.
- The Vendor shall supply a system that allows for the creation of financial, management and statistical reports.
- The Vendor shall supply a system that provides a secure web-based, fully interactive alarm registration and update and renewal process, the ability to make online false alarm payments, and have the capacity for alarm companies to review their customer alarm performance and users can access online alarm trainings.

- The Vendor shall provide a system that meets or exceeds all City of Providence security requirements including but not limited to software with features to reduce the likelihood and/or the effectiveness of a system security breach. Access to the software is password protected, and the degree of access (access rights) may be uniquely defined for each user.
- Provide a system that provides extensive language support including an array of communication choices for the hearing impaired.
- The Vendor shall provide a customer service/support system that is accessible a minimum of five (5) days per week, eight (8) hours per day.
- The Vendor shall provide a comprehensive public awareness campaign to ensure the highest degree of compliance and public support, along with a departmental training (train the trainer) service in regards to the supplied system and features.
- Provide customer support phone numbers for quality assurance testing.
- Provide all necessary developing, copying, faxing, postal costs, and all other such related services at the selected Vendor's cost.
- Maintain and retain all books, records, data, and other related and relevant documentation for a minimum of three (3) years after the expiration of any agreement issued as a result of this RFP.
- The Vendor shall obtain a City business license at commencement of contract if it does not already have one.
- The Vendor shall collect and remit to the City one hundred percent (100%) of all collections collected by the Vendor. The City will remit to the Vendor compensation as provided under the contract no later than ten (10) days after receiving a statement for such fees.
- Perform all services to stay in compliance with the City's current false alarm ordinance.

3.0 Right to Audit

The City may perform inspections and audits of the operations, records, equipment, premises used, procedures and other such matters relating to the accomplishment of the purposes and objectives of this RFP and for the safety, well-being and accommodation of the public. The selected Vendor shall make all of its premises, equipment, records, facilities and personnel available upon request for such inspections. The selected Vendor shall promptly correct any deficiencies noted by the City.

4.0 Data Confidentiality

The Vendor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others carrying out its functions under the contract, shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. The Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under the contract.

5.0 Term of Contract

The term shall be for one (1) year with the option to renew for two (2) additional one-year terms by mutual agreement. Either party may voluntarily terminate the contract after thirty (30) days by providing written notice to the other of the intent to do so.

The selected Vendor may receive, under a written contract, a commission on revenues collected. The commission agreed to be received by the Vendor shall be a portion of the total revenues collected by the Vendor through the false alarm reduction program.

6.0 Qualifications Information

1. Describe your company and the services it offers. Include the names and principals in the firm and the location of the firm headquarters, including any branch locations.
2. Include the length of time the firm has been in business and the length of time it has been providing security alarm administrative services. Indicate whether security alarm administrative services are your primary service offered.
3. Provide five (5) references, with contact information, of other municipal jurisdictions that are under contract (not including services subcontracted or outsourced) for false alarm reduction services. Such references cannot include the sole use of a software product.
4. Provide a general description of how Vendor will provide the services requested in this RFP.
5. Describe how Vendor will accept electronic transfer of data from the City's Public Safety Records Management System (RMS).
6. Provide a description of the level of involvement required by the City to support the security alarm administrative process.
7. Describe any past or present lawsuits against Vendor within the last five (5) years.
8. Provide the number of employees that will be assigned to the project accompanied by resumes and experience of the project managers.
9. Provide information regarding any web-based database accessible by selected City staff and any reporting capabilities available to City staff.
10. Provide information on the confidentiality and security of the City's data.

7.0 Proposal Content

The following items shall be addressed in the proposal submission:

A. Method of Approach to accomplish the requirements as outlined in the Scope of Work.

Provide a detailed description of all services to be provided.

B. Experience and Qualifications.

1. Provide a history of the organization to include prior related experience and number of years in business.

2. Provide information related to staffing, including any security/background checks of employees.

3. Provide five (5) client references.

C. Complete Price Sheet.

False Alarm Management Services

1. The fee collected for: upfront systems developments, licensing, conversion, equipment, travel or other costs.

2. Any fees associated with mailing costs (postage, paper, and envelopes).

3. Any fees associated with the collection of fines.

4. Any fees associated with registrations or renewals of alarms.

Training and implementation cost

1. Training fee.

2. Technology fee.

3. Equipment fee.

4. Implementation fee.

D. Additional Data Support, provide the following:

If Vendor requires the City to sign an additional or separate agreement, a copy must be included with your submittal.

8. Questionnaire

1. Provide an answer to each question even if the answer is "not applicable" or "unknown."

2. Answer the questions as directly as possible.

3. Be concise in your response, keep responses to 200 words or less.

4. The Vendor shall be held responsible for accuracy/validity for all answers.

RFP FALSE ALARM TRACKING AND BILLING SERVICES

Questions

1. Describe in detail the False Alarm Management System and associated tools provided by your company and how those resources are accessed.

2. Describe what, if any, fees are to be charged for using the False Alarm Management System.

3. Describe your system's ability to generate reports regarding false alarm management, fees collected and any other information that may be useful to the Providence Police Department/City of Providence.

4. In addition to the services outlined in the Scope of Work, are there any additional services the Vendor can provide to the Providence Police Department and/or other interested parties?

5. Provide a list of all other agencies the Vendor has contracted/partnered with in the State of Rhode Island. Provide agency name, relationship and services provided.

6. Describe the process for collecting and depositing fines, fees and any other costs associated with the system. How does the City of Providence access the process?

7. Will the data provided by the Providence Police Department be used for commercial purposes? If yes, describe in detail how the data will be used and list any associated fees.

8. Is an interface with a Records Management System possible for future enhancement of services? If so, describe the process.

9. Describe security and access to data.

10. Identify any hardware and software requirements that may be required.

9. Proposal Evaluation

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

PROPOSED SCORING METRICS FOR SCHEDULING AND TIME AND ATTENDANCE RECORDING SYSTEM	POSSIBLE POINTS
TECHNICAL PROPOSAL – Total possible points = 60	
Staff Qualification	10 Points
Capability, Capacity and Qualification of the Offeror, and Subcontractors where appropriate	25 Points
Work Plan	25 Points
Approach/Methodology/Training	15 Points
Total Possible Technical Points	**75 Points**
Cost proposal*	25 Points
Total Possible Evaluation Points	**100 Points**

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

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

For example: If the vendor with the lowest cost proposal (Vendor A) bids $65,000 and Vendor B bids $100,000 for annual costs and services fees and the total points available are twenty-five (25), Vendor B's cost points are calculated as follows:

$65,000/$100,000 x 25 – 16.25

General Evaluation:

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

10. RFP Inquiries

All questions regarding this proposal should be directed to Ann Marie Keohane via email at akeohane@providenceri.gov .

APPROVED
By Kevin at 10:56 am, Oct 09, 2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/11/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
8144 Walnut Hill Lane, 16th Floor
Dallas, TX 75231

CONTACT NAME: Brooke Campbell
PHONE (A/C, No, Ext): 469-373-3581 FAX (A/C, No): 713-780-6100
E-MAIL ADDRESS: Brooke.Campbell@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Lloyd's Insurance Company	38253
INSURER B : Hartford Underwriters Insurance Company	30104
INSURER C : Continental Casualty Company	20443
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PMAMCORPO
PMAM Corporation
5430 LBJ Freeway Tower 3
Suite 370
Dallas, TX 75240

COVERAGES **CERTIFICATE NUMBER:** 1592171708 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	46SBALX2968	10/6/2022	10/6/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			46SBALX2968	10/6/2022	10/6/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			46SBALX2968	10/6/2022	10/6/2023	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		46WECDW8595	10/6/2022	10/6/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Cyber Liability			596666886	3/15/2023	3/15/2024	Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations. Certificate holder is an additional Insured and Waiver of Subrogation per the Business Liability Coverage Form SS0008 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Broad Form Endorsement-Extended Option WC990301. attached to this policy. Umbrella is follow form.

Cyber Liability Sublimits:
Third Party Liability Insuring Agreements:
Network Security & Privacy - Limit: $1,000,000 / Retention: $10,000 per claim
Privacy Regulation Proceeding - Limit: $250,000 / Retention: $10,000 per proceeding
See Attached...

CERTIFICATE HOLDER

City of Jacksonville
501 E Bay Street
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPROVED
By Kevin at 10:57 am, Oct 09, 2023

AGENCY CUSTOMER ID: PMAMCORPO
LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC	NAMED INSURED PMAM Corporation 5430 LBJ Freeway Tower 3 Suite 370 Dallas, TX 75240
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

First Party Loss Insuring Agreements:
Privacy Event Response - Limit: $250,000 / Retention: $10,000
Extortion - Limit: $250,000 / Retention: $10,000
Retroactive Date: 03/15/2016

City of Jacksonville and their respective members, officers, officials, employees and agents are additional Insured with respect to General Liability as required by written contract. A waiver of subrogation is in favor to City of Jacksonville and their respective members, officers, officials, employees and agents with respect to general liability as required by written contract.

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