

# CITY OF PAWTUCKET

## REQUEST FOR QUALIFICATIONS



### **Bid #25-007**

**Request for Qualifications: City of Pawtucket Workforce Development Program**

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## 1.0 - Introduction

### Selection Schedule

#### **Mandatory Pre-Bid Conference – Thursday, September 12** **10:00 a.m. OR 2:00 p.m.**

Pawtucket Public Library – Campbell Auditorium  
13 Summer Street, Pawtucket, RI 02860

Attendance at either the 10:00 a.m. OR 2:00 p.m. meeting is mandatory, not both meetings

September - October 2024	Response Selection and Contract Negotiation
September - October 2024	Transition Period and Contract Execution
October 1, 2024	Vendor in Place

Respondents must submit one (1) original and four (4) hard copies of the entire response to the City of Pawtucket Purchasing Division, Lower Level 8, 137 Roosevelt Avenue, Pawtucket RI 02860

Responses **must** be received by the response due date and time:

**September 26, 2024 12:00 pm EST**

All bid submissions will be acknowledged at the Purchasing Board meeting scheduled for September 26, 2024 at 4:00 PM. The location of the meeting will be posted on the meeting agenda by 4:00 PM on September 24, 2024

The City of Pawtucket Workforce Development Program (hereinafter referred to as WDP) is issuing this Request for Qualifications (RFQ, also referred to as “the solicitation”) for the purpose of selecting a Vendor (Contractor) with the appropriate capacity and expertise to design, administer and implement an innovative and compliant workforce development system of services for the benefit of out-of-school youth (16-24) and employers in the Pawtucket Workforce Development Area. This new system should incorporate all mandated services for adults, dislocated workers, and out-of-school WIOA eligible youth. **Respondents MUST respond to all components outlined in the solicitation packet in their entirety and must serve the targeted out-of-school Pawtucket youth.** The final terms of the workforce development system will be negotiated between WDP and the selected respondent. These services must, at a minimum, include Workforce Innovation and Opportunity Act (WIOA) and related shared partner services to be delivered in a One-Stop service model.

**WPD Vision:** To create a self-sustained system of workforce development targeting out-of-school high risk youth (ages 16 – 24) that includes employment skills development, career planning, adult education, and access to supportive services (case management, transportation, health care, housing, and child care). The Goal is to capture out-of-school youth and connect them with the necessary services they need to enter and retain successful employment. The approach should be client-centered, not limited to brick-and-mortar facilities, but, providing

clients with various access points of entry. This could include but is not limited to: multiple satellite locations, co-sharing of space, web-based services such as online coaching, teaching, and training. Respondents are expected to tailor their service strategies to most appropriately serve the proposed target populations

Through this solicitation, approximately 2.8 million dollars of unrestricted Congressionally Directed Spending funds will be available for a program running from approximately October 1, 2024 through June 30, 2026. These funds are to be used for the successful creation and operation of a self-sustained system of workforce development to include but not limited to: overhead; staffing; main facilities; satellite locations; equipment and supplies. It is anticipated that these funds will enable the selected Vendor to continue operation beyond June 30, 2026, serving, a minimum, of 50 youth per year with little or, ideally, no City funding.

A single lead entity is desired, with the capacity to leverage resources and build coalitions that result in an innovative, responsive and cohesive workforce system. If a collaboration is proposed, the selected lead vendor will be expected to clearly describe the roles and responsibilities of each proposed member of the collaborative and how they will structure their relationship(s).

Responses will be accepted from any combination of private for-profit agency, state or local units of government, private non-profit organization, business service organization, or educational agency that can demonstrate the administrative capability to successfully provide the services identified in this solicitation (hereinafter referred to as Respondents). Respondents are required to submit responses that leverage resources and build coalitions that result in an innovative and responsive self-sustained system of workforce development. Respondents will be expected to clearly describe the roles and responsibilities of each proposed subcontractor and how they will structure and manage their relationship(s).

The content of the accepted responses will become the basis for the negotiation of a final contract agreement. Negotiation will include final performance goals, elements of program design and all elements of the program line-item budget.

The City of Pawtucket serves as fiscal agent for the WDP and therefore City of Pawtucket procurement procedures will apply.

**Comprehensive WDP Center** - Requires that all available mandated partners be physically co-located and/or, providing their core services on a part-time or full-time basis, in-person or electronically. The Comprehensive site must have a fully equipped, accessible resource area. A completed MOU will be signed and identify all partners at the WDP Center; the WDP will negotiate the unified partner MOU.

**WDP Career Center-Affiliate-** Requires that one or more required partners are physically located at the center in addition to the employment service representative and that core services are offered on a full-time basis. Staff at an Affiliate Center must regularly attend cross-training on all partner services, must have information or electronic access to all of the system's services, and have computers accessible and available for use by all job seekers. MOUs will describe the specific arrangements with various partners for Affiliate Centers.

**WDP Center -Access Point-** Facility offers at least one staff knowledgeable of the WIOA partner services and who is able to successfully assist or refer job seekers to those services coupled with the establishment of an electronic network providing integrated core services. The Access site will be driven primarily by technology.

## 2.0 – Target Populations Out-of-School Youth (ages 16-24)

### a. Youth Target Populations

The WDP youth program must target youth ages 16-24 who have left school and are unemployed or under-employed and are a Pawtucket resident, are eligible for all services. The target enrollment is 50 youth enrolled January 1, 2025 and 50 youth enrolled June 1, 2025. A 6-month follow up is required, to support youth success.

### b. WDP Youth Program Required Elements

Services being solicited under this solicitation include a variety of program elements that are required under WIOA with an intent to provide a single access point for individuals seeking employment. The WDP Center should offer services that meet the unique needs of Pawtucket, the requirements of WIOA mandate three general levels of career services:

- Basic career services,
- Individualized career services and
- Follow-up services.

In addition to career services, WDP requires the Center network to provide training services that help youth meet the skills and experience needs of employers. These services are comprehensive and performance-based and generally include, but are not limited to: assessments, career coaching/case management, labor market information, referrals to partners, job search assistance, supportive services, education and skills training – including, on-the-job training, contracted education, apprenticeships and vocational training.

The following are required core components:

- Outreach, Recruitment, and Orientation;
- Eligibility Determination and Registration;
- Objective Assessment;
- Individual Service Strategy (ISS);
- 14 WIOA Program Elements
- Case Management, including data entry into Management Information Systems (MIS); and
- Referrals.

*All responses must be comprehensive and demonstrate (ideally) a partnership with other agencies that together will deliver the full scope of services required by this solicitation. **If a single vendor can demonstrate the ability to deliver all of the required services without a need for other partners, the WDP will consider this.***

### c. 14 WIOA Elements

The WDP Operator is responsible for providing access to all of the following fourteen WIOA youth program elements as needed for enrolled youth. Every youth will not necessarily require every element in their individual plan, but every element must be accessible to each participant.

<b>1. Tutoring, Study Skills Training and Instruction</b>	Development of educational achievement skills that leads to the completion of the requirements for a secondary or post-secondary school diploma/credential.
<b>2. Alternative Secondary School</b>	Alternative secondary school services, or drop out recovery services.
<b>3. Work Experience</b>	Work experiences which include summer employment, year-round employment, pre-apprenticeship, internships/Job-Shadow and On the-Job training opportunities.
<b>4. Occupational Skills Training</b>	An organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields.
<b>5. Education concurrently w/Workforce Preparation</b>	Integrated education and training that occur concurrently and contextually with workforce preparation.
<b>6. Leadership Development</b>	Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.
<b>7. Supportive Services</b>	Services that enable youth to participate in program activities such as assistance with book, fees, school supplies, transportation, and legal aid services.
<b>8. Adult Mentoring</b>	Participants receive adult mentoring for a period of not less than 12 months that connects to the youth's goals.
<b>9. Comprehensive Guidance and Counseling</b>	Individualized counseling which includes behavioral and mental health counseling and referral to partner programs.
<b>10. Financial Literacy Education</b>	Support the ability of participants to create budgets, learn how to manage spending, credit, and debt.
<b>11. Entrepreneurial Skills Training</b>	Entrepreneurial skills training to provide the basics of starting and operating a small business.
<b>12. Labor Market Services</b>	Access to career counseling, career exploration, career awareness, and the use of labor market tools.
<b>13. Transition to Post-Secondary Education</b>	Access to job exploration counseling, work-based learning experiences, instruction in self-advocacy, work readiness training.
<b>14. Follow-up Services</b>	Follow-up services are provided for 12 months unless the participant cannot be located or contacted.

These WIOA components must be provided, regardless of program model. All programs

**MUST:**

- Conduct creative outreach and recruitment activities to identify and engage participants;
- Complete a thorough intake interview and collect eligibility documentation for enrollment;
- Conduct comprehensive individual assessments;
- Provide academic skills remediation for youth who test below 9th grade in reading and/or math;
- Provide pre and post assessments that measure documented academic, technical, occupational or other forms of interim progress toward the credential or employment;
- Administer a career interest assessment inventory and conduct career exploration activities with structured opportunities to explore a range of career options in a particular industry, thereby developing work readiness and industry-relevant competencies;
- Develop an Individual Service Strategy (ISS) to address the needs identified through the comprehensive assessment that is appropriate to the individual, developmental needs of each youth, and follows clear timelines for completion;
- Provide supportive services as identified in the youth Individual Service Strategies;
- Define the terms of participant success for each service delivered;
- Work with employers in the development and structure of work-experiences to ensure the needs of both youth and employers are met; these full or part-time employment opportunities should empower participants to make career pathway choices;
- Develop effective community partnerships that will support the service delivery needs of youth as identified in the comprehensive assessment;
- Maintain contact and active engagement with participants to ensure there are no gaps in service;
- Provide follow up services for a minimum of 6-months after exit to ensure placement retention the 2<sup>nd</sup> and 4<sup>th</sup> quarters after exit;
- Submit monthly status reports for all program activities by the 10<sup>th</sup> of each month; provide all information required of quarterly reporting to the federal government-both program and fiscal (WIPS and PMS-discussed below); and
- Participate in monthly meetings with WPD team to discuss performance, disseminate and/or obtain information relevant to their program, discuss policy changes and related requirements

d. Increased Knowledge of Sector-Specific Needs

A successful respondent will present program components that further the connecting of employers (an emphasis on Pawtucket based employers), youth and local training providers to ensure that all participants are provided with opportunities to engage with and discover career pathways, pursue training and obtain placement in high growth/high-demand occupations.

A successful respondent will put forth an application that reflects strong partnerships with community colleges, employers in high-growth and high-demand industries, youth-led organizations and other relevant organizations that support work experiences and educational opportunities for youth to ensure a seamless continuum of services. This collaborative approach to integrated service delivery will have the benefits of

- leveraging the strengths of different organizations within a more streamlined management environment;
- **leveraging the resources** to lower the per person cost and provide WIOA services to more youth in our community;

#### e. Dual Enrollment

The WDP encourages that participants age 18 and older be co-enrolled in the adult workforce system at the local One-Stop to be able to access additional services. ***Dual enrollment should be considered an important part of your training plan for youth participants.***

#### Career Pathways

The WDP places a strong emphasis on career pathways as defined as a combination of rigorous and high-quality education, training and other services that:

- Align with the skill needs of industries in the local economy;
- Prepare individuals to be successful in a full range of secondary or postsecondary education options by providing education, training, employment and supportive services through intensive case management;
- Provide clear advancement opportunities and transitions for participating youth;
- Enable participants to attain secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and
- Helps an individual enter or advance within a specific occupation or occupational cluster.

**All career pathways must include work-based learning opportunities for participants.**

#### f. Work Based Learning

The WDP requires that not less than **20% of youth funds** under this solicitation ***must*** be spent on activities supporting paid and unpaid work experience that have as a component academic and occupational education. This may include summer employment and other employment opportunities available throughout the year such as pre-apprenticeship programs, internships, job shadowing and on the job training opportunities (OJTs).

These work-based learning strategies must serve as a next step in career development, whether the desired outcome is employment or enrollment in post-secondary education or advanced training and must comprise 20% of your WDP funds. This may include staffing costs for managing youth in individual placements.



## 3.0 – Performance and Case Management Tracking

The Contractor will be required to use a valid reporting/tracking system to record and track all client activities and program services (something like Employ RI). Reports generated from *the system* will be used to complete required quarterly reporting by the CDR: which includes both the Workforce Integrated Performance System (WIPS: for program reporting) and the Payment Management System (PMS :financial system). These can be found at the following links: (<https://www.dol.gov/agencies/eta/performance/wips>; <https://pms.psc.gov>). Therefore, knowledge of the system, accuracy of data entry and timely entry of information are critical. Contractors will be trained in use of the *WIPS and the PMS* systems through WDP staff and self-directed tutorials available on both web sites; it is the contractor's responsibility to ensure ongoing staff expertise and compliance.

In addition, contractors may be asked to provide additional documentation or information to evaluate performance outcomes as well as program strengths and weaknesses. Therefore, an internal tracking knowledge and mechanism is recommended.

### A. Submission of Responses

Proposers must submit one original (so marked, with original signatures) response, four (4) paper copies (for a total of 5 response packages)

**All responses must be received by September 26, 2024, 12:00 p.m. Eastern Standard Time, Absolutely No Exceptions.** Responses received after this time and date will not be considered. Responses must be marked on the outer packaging with information identifying the sender and the statement: "Response: WDP"

Responses may be mailed via regular mail, express delivery or hand-delivered. The City of Pawtucket is not responsible for responses not received by the time they are due.

The City of Pawtucket is not liable for any costs incurred by organizations prior to awarding the contract.

Should there be a discrepancy between copies of submitted responses, the copy marked "Original" shall take precedence over any other copies. Container(s) utilized for original documents must be clearly marked **ORIGINAL DOCUMENTS**. Please note that the address label must appear as specified on the face of each container. Regardless of the reason, responses received late will not be accepted and will be returned to the sender unopened. If a recipient phone number is required for delivery purposes, (401) 728-0500 ext 430 shall be used.

### B. Data and Performance Management

The Contractor will be responsible for tracking services and outcomes in the WIPS system. Staff of the Contractor will be required to complete WIPS training before programs start.

The Contractor will be accountable for the integrity of the data presented and responsible for ensuring that staff is appropriately trained in the use of these systems. It is mandatory that the WIPS data system serves as the primary information management system for the WDP vendor, without external supplementation.

The Contractor will be responsible for developing, implementing and overseeing processes to collect, manage and utilize information about the WIPS system.

### C. Selection Process

Responses will be reviewed to the degree to which they are concentrated on conformance to the solicitation instructions, responsiveness to requirements, and completeness and clarity of content. If the response is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy responses are neither necessary nor desired.

Responses will be evaluated by members of the WDP team. This committee will consist of the City's Grant Administrator, the Director of Planning, and other staff and consultants with the appropriate expertise to conduct such response evaluations.

The primary consideration in selecting agencies or organizations shall be the effectiveness of the agency or organization in delivering comparable or related services based on demonstrated performance. This determination shall be in writing and take into consideration such matters as whether the organization has:

- The ability to meet the program design specifications at a reasonable cost, as well as the ability to meet performance goals;
- Adequate financial resources or the ability to obtain them;
- A satisfactory record of past performance in operator-related activities;
- The ability to work with community partners and make and accept referrals as needed;
- The ability to provide services that can lead to the achievement of competency standards for job seekers with identified deficiencies;
- A satisfactory record of integrity, business ethics, and fiscal accountability;
- The necessary organization, experience, accounting, and operation controls; and
- The technical skills to perform the work.

The WDP Team will meet to rate and rank the responses and develop recommendations. The WDP Team may request additional information from any proposer prior to developing a recommendation for consideration by the WDP Team. The top finalists may be invited to make a 20 to 30-minute presentation to the WDP Team followed by an opportunity to respond to follow-up questions by Team members.

Responses will be evaluated according to the values assigned below. Points will be awarded to each response relative to the information provided in the response according to the following:

**Content Area**

**Review Criteria**

**Max. # of Points**

<p><b>Demonstrated Experience and Ability</b></p> <p><i>This category will evaluate past experience in providing services similar to those being proposed, including the ability to deliver as proposed, attain, track and report performance. It will also evaluate the proposer's depth of experience in successfully serving the proposed target population. This should include each applicant in the collaboration and an outline of their specific strengths. It will evaluate the performance and management capability of the proposing agency(s)</i></p>	<ul style="list-style-type: none"> <li>• The extent to which the respondent demonstrates a history of successfully implementing workforce development programs and achieving outcomes.</li> <li>• Successful WIOA or other federal administrative experience and capacity;</li> <li>• Evidence should include previous experience with management of facilities, case management and successful data tracking and performance outcomes.</li> <li>• Demonstration within the response that the organization has the staff experience and capacity to fulfill the proposed actions;</li> <li>• <b>Each Provider's</b> experience serving economically disadvantaged individuals and the proposed target population and how they will work together to maximize program strength; and</li> <li>• The program's approach to cultural diversity and the plan for how the services provided will include development of cultural competencies for staff and trainees.</li> </ul>	<p>30</p>
<p><b>Scope of Work, Program Design, and Implementation</b></p> <p><i>This category will evaluate the program design, services, processes ,and collaboration. It will include:</i></p>	<ul style="list-style-type: none"> <li>• The extent to which the proposed plan meets the expectations outlined in the scope of services in this solicitation.</li> <li>• Capacity to provide comprehensive services that respond to the needs of both employers and job seekers, particularly the target populations identified.</li> <li>• Strategies and tools to provide core components and provide access to WIOA service requirements;</li> <li>• Appropriateness of organizational and staffing model to proposed services;</li> <li>• Detail on how the agency will reach and serve the proposed targeted populations;</li> <li>• Innovation and creativity of program design to achieve desired program outcomes; and</li> <li>• Client service flow, service accessibility, assessment tools, desired outcomes, and strategies for teaching appropriate workplace behaviors and soft skills</li> </ul>	<p>30</p>

	<ul style="list-style-type: none"> <li>• If applying as a collaboration please address how the lead applicant will manage the collaboration, the responsibilities and expected outcomes of each member of the and how the lead applicant will measure performance outcomes of each member including corrective action, if necessary, ability to leverage other resources for <b>each provider</b></li> </ul>	
<p><b>Program Outcomes and Deliverables</b></p>	<ul style="list-style-type: none"> <li>• The proposed plan demonstrates the respondent’s ability to achieve both the WIOA performance measurements and outcomes and the priorities established in the 2016 WIOA State plan for incorporating career pathways and sector-based strategies.</li> </ul>	<p>20</p>
<p><b>Data Collection and Performance</b></p>	<ul style="list-style-type: none"> <li>• Explain how accountability, confidentiality and integrity will be assured throughout the system for this automation</li> <li>• Explain your understanding of automated management systems and their connection to performance standards.</li> <li>• Describe the strategies to be implemented to ensure performance standards and local objectives will be achieved</li> <li>• Describe the methods to be used to measure and track success in addressing the primary objectives</li> <li>• Describe how monthly reports will be submitted</li> <li>• Describe your approach to identifying points in performance that would be “triggers” to take corrective action to avoid performance failure, and how information will be used to make decisions that will improve efficiency and effectiveness</li> <li>• How will you ensure that providers input timely data entry on program participants and validate program eligibility? <i>Give examples of midcourse corrections made in order to ensure successful outcomes.</i></li> <li>• Identify assessment instruments to be used and must demonstrate how assessment data will be tracked. <i>Assessment instruments identified should address primary objectives by assisting the service provider in identifying skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs and should lend themselves to pre- and post-assessment opportunities to ensure aggregate data can be tracked. Provide an explanation as to how assessment findings will influence referrals to and from partner agencies.</i></li> </ul>	<p>10</p>

	<ul style="list-style-type: none"> <li>• Provide an assurance that data will be tracked and reported in accordance with all applicable requirements utilizing EmployRI.org or applicable reporting system(s).</li> </ul>	
<b>Budget</b> <i>This category will evaluate the cost of the proposed program and the degree to which expenditure of funds relates to performance outcomes</i>	<ul style="list-style-type: none"> <li>• The proposed budget will realistically finance the services and goals of the program and is consistent with the program design.</li> <li>• Budgets will be reviewed for accuracy and completeness.</li> </ul>	10

**The maximum number of points available is 100 points. Negotiations will be conducted with the top ranked firm. If negotiations are not successful, then negotiations will be conducted with the next-highest-ranked firm, and so on until an agreement is reached. The WDP reserves the option to award to more than one bidder.**

**All sections are required to be completed. Failure to complete all of the sections to the satisfaction of the WDP will eliminate the proposer from the award.**

## **4.0 – Format Requirements**

1. **Pages:** Responses must be typed, double spaced, and submitted on 8 ½ by 11-inch plain white paper in Times New Roman 12-point font with 1-inch margins. Double-sided submissions are acceptable, as long as each page is clearly legible. Each page of the response, with the exception of the cover sheet, should be numbered as (page \_\_ of \_\_), with the name of the respondent on each page. Use the same topic headings, in

the same order, as described in Response Narrative Requirements section below.

2. **Page Limit:** The response narrative must be limited to **forty (40)** pages. Please avoid extraneous narrative and data. The successful respondent will demonstrate its ability to communicate relevant information to the WPGRI for objective decision-making in a clear and concise manner.
3. **Number of copies: One complete original**, (marked as original) with executed certificates (original signatures of the authorized signatory), plus **four (4) exact copies** must be submitted for a total of **five (5) complete responses**, along with **one (1) electronic copy** (in Word format via email). Any response lacking sufficient copies may be considered non-responsive. Completeness of all copies is the sole responsibility of the proposer. Each original and copy should be separately bound, in an appropriate binder. Do not bind professionally.
4. **Authorized Signatory Authority:** the proposer's authorized signatory authority must sign a transmittal page (provided in Section 12.0 – Proposal Form). This individual should typically be the director, president or chief executive officer of the organization or any individual who has the legal authority to negotiate and enter into and sign contracts on behalf of the proposer's organization.
5. **Responsiveness:** Proposers that fail to follow the requirements set forth in this document regarding minimum requirements, number of copies and format may be considered non-responsive. The Board reserves the right to reject any or all responses at their sole discretion.
6. **Contact Information:** Proposers will be required to provide contact information for the individual(s) who can respond to questions regarding the response. The contact person should be the individual(s) who are knowledgeable of the response and who are authorized to provide information on behalf of the proposer. **This information should be in the Transmittal document.**

### Response Requirements

#### Outline and Format

All responses must be assembled according to the following outline:

- A. Response Abstract/Executive Summary (2-page limit; Does not count towards page limit)
  1. Provide a description of your organization including its mission, vision and values.
  2. Demonstrate an understanding of the workforce development system in RI.
  3. Outline key organizational achievements within the past three (3) years.
  4. Briefly describe why your organization is seeking award of this solicitation and any unique or innovative aspects that may set your organization and/or your response apart from others.
- B. Narrative

Clear, thorough, concise answers are preferred rather than overly verbose narrative that does not provide a specific response. Get to the point as quickly and completely as possible. Do not repeat statements or ideas within the text of the response. Referring the reviewer to another section of the response for other information is preferred rather than repeating the information.

1. Organizational Experience/Capabilities
  - a. Describe the proposing organization's experience in providing the services proposed and the organization's capabilities to deliver the proposed services by thoroughly responding to the following.
  - b. Describe your organization's experience in managing and delivering each of the workforce development programs and services outlined in this solicitation in a One-Stop environment. Be sure your response clearly articulates the timeframes in which services were managed and delivered.
  - c. Expound upon your organization's experience outlined above by providing specific data on performance outcomes achieved to demonstrate the organization's ability to meet contractual performance standards include the goals set (either through a contract, plan, or policy) and provide verifiable performance achievement data against those set goals. Examples of the types of goals being requested include, but are not limited to: federal, state or local performance measures; training completion rate; job placement rate; average wage at placement; job retention rate; cost per placement; participation rate(s); job seeker satisfaction rate, etc.
  - d. Describe your organization's experience with operating a programmatically integrated service delivery model that has the needs of business and industry at the core of your operations.
  - e. Describe your organization's financial and administrative experience and capabilities. Include in that description experience in managing and accounting for multiple federal, state and local funding sources in accordance with Generally Accepted Accounting Principles (GAAP).
  - f. Describe your organization's experience conducting self-monitoring for contract performance and compliance.
  - g. Describe your organization's experience with developing and implementing a continuous improvement model.
  - h. Describe your organization's experience in managing and providing value added One-Stop services that benefit employers. Include in that description experience in: 1) matching the hiring needs of employers with individuals who meet their minimum qualifications, thus eliminating referrals of unqualified candidates; 2) job matching activities; and 3) determining job seeker work readiness.
2. Organizational Structure & Proposed Staff
  - a. List the qualifications, process for selection, and timetable you will use to identify and hire staff. Describe any staff that the respondent believes would be necessary to the success of the operator function. The response must include job descriptions for all positions in the organization affiliated with the One-Stop delivery system. Describe the qualifications for all positions sought and the process by which individuals will be selected. As an attachment, provide an organizational chart that shows how the staff will fit into the respondent's overall organization.
3. Center Location and Accessibility.
  - a. Describe your process of identifying locations. Provide justification for your proposed site(s), including the location(s) of the Comprehensive Center(s), the affiliate center(s) and access points taking into account the demographics of the Pawtucket service area and the target populations to be served.
  - b. Describe how you will ensure compliance with the Americans with Disabilities Act that meets the intent, not just the letter of the law.

- c. Describe how facility needs and requirements will be identified. How will facilities be used to maximum potential (include usage of community rooms, leasing of office space, and generation of rental revenue). Describe the hours of operation that will be available to the community and how you will staff these hours of operation?
  - d. Describe the rationale, facilities, and any experience you have had with an office move.
  - e. Describe your emergency procedures/protocols for at high-risk behaviors on site; alternative sites if facility operation is disrupted; security of your MIS/client records.
  - f. Describe how you will develop a plan for assessing the best customer flow. Provide an example of a customer flow chart in a One-Stop environment and the principles behind the selected customer flow.
4. Population Served.
- a. Describe how you will service the population to be served (target population and eligibility). Discuss the proposed philosophy, approach and implementation plan for outreach and recruitment of diverse target groups.
  - b. Discuss how you would manage your assessment and referral process. Include where and how services will be delivered to meet the needs of the target populations.
  - c. Discuss varying orientation techniques for the Center and the system as a whole. Describe how you will ensure that people who come to the WDP Center will know about the services and programs available.
  - d. Describe how required activities will be provided. Describe creative or innovative ideas you have for WDP System services and how you would implement those ideas. Demonstrate knowledge of best practices or evidence-based practices for:
    - i. Information Management,
    - ii. Marketing and Public Relations,
    - iii. Service Integration and Coordination,
    - iv. Workshops and Events,
    - v. For Continuous Quality Improvement, describe your experience with the following:
      - Common Assessment
      - Data Sharing
      - Common Intake and Service Referral Processes
      - Accessibility
      - Program Evaluation
      - Risk Management
      - Reporting
5. The following represent priorities established in the 2016 WIOA State and Local Plans. Respondents will be expected to demonstrate their approach to the following:
- a. Implementing a demand-driven sector-based strategy to aggregate economic opportunities by employers and their intermediaries in alignment with Real Jobs RI and the 2016 State plan.
  - b. A career pathway strategy to provide employment, education, training and support services for individuals, particularly those with barriers to employment, so they can improve their own individual capacity to effectively compete in the labor market to achieve economic security for themselves and



- their families. The goal of the RI Career Pathway strategy is to create a client-centered planning process that can be used by all entities that may contribute to the individual's career and educational development.
- c. Develop an effective performance measurement strategy to track labor market interactions beyond federal reporting requirements in alignment with Real Jobs RI and the 2016 GWB State plan.
6. Prepare as an attachment a time line for full operation of services, assuming full operation of a contract by October 1, 2024. At a minimum, include:
    - Hiring of staff;
    - Training of staff;
    - Orientation for partners;
    - Preparation of space: electronic access for all staff available, e-mail accounts assigned, moving time and readiness to begin functions; and
    - Full operation in place; all services functional, all agreements in place.
  7. Involvement of Local Employers  
The Contractor must provide service to employers and develop strategies to establish the WDP System as a resource that is responsive to employer demand. Describe how you plan to outreach to employers to engage them in the WDP System.
    - a. Describe how you will engage and involve employers in the identification of their needs. Describe what informational sessions or training you will provide to employers to better inform and engage them.
    - b. Describe how you will track and document for each employer the services planned and provided, outcomes of these services and satisfaction of their experience.
    - c. Describe how you will coordinate with key partners relative to business services to avoid actual or perceived duplication of services by employers who are approached by various personnel associated with the workforce delivery services in Rhode Island.
  8. Performance Measures
    - a. Provide an evaluation plan including benchmarks, data collection points, proposed analyses, and persons/positions accountable for the Performance Measures you propose to implement for your WDP Operator response.
    - b. Provide a description of how the Respondent will support service providers and all co-located partners in attaining their Performance Outcome goals.
    - c. Describe your approach to maintaining excellent customer service, including how you will develop additional means for "listening to the customer" beyond written surveys and how feedback is evaluated.
  9. Managing Performance Outcomes
    - a. Discuss your organization's approach to managing performance outcomes, including any additional indicators of performance you have experience managing and believe to be relevant to this solicitation.
    - b. Describe the strategies to be implemented to ensure federal and state performance standards and local objectives will be achieved. Describe the methods to be used to measure and track success. Describe a previous situation where the intended goals and objectives were not being met and how they were corrected.
  10. Fiscal Accountability & Budget
    - a. Provide a description of the administrative and financial management capabilities of the organization. How will financial information be made available for monitoring and auditing purposes? What are the qualifications of the organization's key program

- management and financial staff, and to what extent will they be involved with this project?
- b. Describe your organization's previous experience administering federal grants and previous funding received from a workforce development area. If you are proposing a subcontracting model, do you have experience in managing subcontracts for services including monitoring of subcontractors? How do you ensure proper fiscal oversight and accountability of subcontractors?
  - c. Provide a copy of the two most recent audit reports for the Respondent as an attachment and cite the page number of the attachment in this section of the narrative. Provide a copy of the lead respondent's most recent IRS 990.
  - d. Include the organization's major funding sources. If the response is from two or more organizations, whether partners or subcontractors, provide the major funding sources for each.
  - e. Attachments:
    - Organization's W9
    - Letter of Good Standing from Secretary of State
    - Proof of Sam.gov Registration and Valid UEI
    - Approved indirect cost rate if higher than 10%

## 5.0 - Budget

Costs included in the proposed budget cannot already be paid by another source; they must be actual costs incurred in delivering the proposed services, and these funds cannot supplant funds already received by the proposing organization. Please note that while an “other” category is included, cost should be categorized as “other” judiciously. All costs should be accounted for in the budget line items, include a brief narrative on the budget form and a full explanation in a strong narrative justifying why the funds are needed/critical to the program.

Give details of the organization's cost allocation method if one is used; e.g., prorating the cost of supplies based on the number of staff, or the cost of salaries based on percentage of time spent on this contract. The project will cap indirect costs at 10%.

Provide a budget for the period October 1, 2024 – June 30, 2026. Please also provide a narrative to support the budget as outlined below. Please indicate start-up costs and funds needed for this period (October 1 – December 31, 2024).

### Budget Narrative

- Include staff positions, percentage of time dedicated to each position, proposed wage/salary and justification for including each position in this response.
- Justify each proposed expense included on the budget attachment in terms of it being necessary, allowable and reasonable. Show the method of computation (i.e., insurance = salary x 2.35%).
- Describe any anticipated professional development opportunities and how you estimated the costs.
- Identify any in-kind resources/support for the WDP work beyond what is requested in the budget. Include each committed or proposed source of funding and the amount of that funding.

## 6.0 – Required Elements

- ▶ 1 FTE Program Director with demonstrated experience in workforce development, funding strategies, and delivery of comprehensive wrap around services. This person should be considered a Senior Level Professional, with proven and demonstrated past successes. The Director should have an understanding of blended funding mechanism and use of Medicaid and their mainstream funding sources to support project sustainability. This person will liaison with the City's Grant Administrator and their designees.
- ▶ A project "grant development team." This team should support alternative funding strategies to augment the blended funding mechanisms targeting federal, state, and private support.
- ▶ A Licensed Director of Case Management, with demonstrated experience with the target population and accessing third party reimbursements, particularly using Medicaid funds and Social Determinants of Health.
- ▶ A PYD driven delivery model.
- ▶ Use of incentives.
- ▶ Linkages to support services: transportation, child care, health insurance, housing, basic needs
- ▶ Job placement services
- ▶ 2 cohorts of 50 each: 1 beginning in January 2025; the 2<sup>nd</sup>, June 2025; 6-months tracking/follow up/support.
- ▶ Cap of 10% Indirect Costs.

## 7.0 - Instructions and Notifications to Respondents

- It is the respondent's responsibility to examine all information and instructions in this RFQ thoroughly, and comply fully with all requirements and attached terms and conditions. Respondents must comply with all Federal, State, and City laws, ordinances and regulations, and meet any and all registration requirements where required for consultants as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the respondent. The City of Pawtucket assumes no responsibility for these costs.
- A submittal may be withdrawn by written request to the Purchasing Agent by the proposer prior to the stated RFQ deadline.
- Prior to the proposal deadline established for this RFQ, changes may be made to a proposal already received by the City if that respondent makes a request to the Purchasing Agent, in writing, to do so. No changes to a proposal shall be made after the RFQ deadline.
- Qualifications are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the Purchasing Agent. Should any vendor object to this condition, the respondent must provide objection through a question and/or complaint to the Purchasing Agent prior to the proposal deadline.
- All pricing, if submitted will be considered to be firm and fixed unless otherwise indicated herein.
- The respondent has full responsibility to ensure that the proposal arrives at the Purchasing Division Office prior to the deadline set out herein. The City assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Qualifications arriving after the deadline may be returned, unopened, to the respondent, or may simply be declared non-responsive and not subject to evaluation, at the sole discretion of the Purchasing Agent. **For the purposes of this requirement, the official time and date shall be that of the time clock in the City of Pawtucket's Purchasing Office.**
- At the time and place fixed for the opening of Qualifications, the Owner will cause to be opened and publicly read aloud every Proposal received within the time set for receiving Qualifications, irrespective of any irregularities therein. Respondents and other persons properly interested may be present, in person or by representative.
- It is intended that an award pursuant to this Request will be made to Consultants that meet the qualifications of the RFQ and will assume responsibility for all aspects of future contracts derived from this RFQ. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the respondent's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.

- Respondents are advised that all materials submitted to the City of Pawtucket for consideration in response to this Request for Qualifications shall be considered to be public records as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and may be released for inspection immediately upon request once an award has been made.
- Respondents are responsible for errors and omissions in their proposals. No such error or omission shall diminish the vendor's obligations to the City.
- The City reserves the right to reject any or all proposals, or portions thereof, at any time, with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal at its sole discretion. All material submitted in response to this RFQ shall become the property of the City of Pawtucket upon delivery to the Purchasing Agent.
- Qualifications will be opened publicly at a regularly scheduled purchasing board meeting, the date of which is the same as the RFQ submission deadline provided in Section 1.0, or that specified in an addendum to this Request.
- Interpretations or Addenda: No oral interpretation will be made to any Respondent as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Pawtucket (hereinafter called the "Owner"). Any inquiry received seven or more days prior to the date fixed for opening of Qualifications will be given consideration. Every interpretation made to a Respondent will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Owner at least five days before Qualifications are opened. In addition, all Addenda will be e-mailed to each person holding Contract Documents, but it shall be the Respondent's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Respondents shall be bound by such Addenda, whether or not received by the Respondents.
- Each Respondent shall, upon request of the Owner, submit a detailed financial statement on a form furnish by the Owner for that purpose. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Respondent to perform his obligations under the Contract and the Respondent shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any Proposal where an investigation of the available evidence or information does not satisfy the Owner that the Respondent is qualified to carry out properly the terms of the Contract.

## **8.0 - Insurance**

The vendor shall maintain and keep in force such comprehensive general and professional liability insurance as shall protect them from claims which may arise from operations under any contract entered into with the City of Pawtucket, whether such operations be by themselves or by anyone directly or indirectly employed by them.

The amounts of insurance shall be not less than those outlined in the attached General Terms and Conditions of Purchase.

The City of Pawtucket shall be named as additional insured on the vendor's Liability Policy(ies).

## **9.0 - Acknowledgement of Risk & Hold Harmless Agreement**

In addition to the indemnity provisions in the City of Pawtucket's General Terms and Conditions of Purchase and to the fullest extent permitted by law, the selected vendor, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates (Releasors) agree to release, waive, discharge and covenant not to sue the City of Pawtucket, its officers, agents, servants or employees (Releasees) from any and all liability, claims, cross-claims, rights in law or in equity, agreements, promises demands, actions and causes of action whatsoever arising out of or related to any loss, damage, expenses (including without limitation, all legal fees, expenses, interest and penalties) or injury (including death), of any type, kind or nature whatsoever, whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relate to or arise out of the Releasors use of or presence in and/or on City of Pawtucket property. The Releasors agree to defend, indemnify and hold harmless the Releasees from (a) any and all claims, loss, liability, damages or costs by any person, firm, corporation or other entity claiming by, through or under Releasors in any capacity whatsoever, including all subrogation claims and/or claims for reimbursement, including any court costs and attorneys fees, that may incur due to Releasors use of or presence in and on City of Pawtucket property; and (b) any and all legal actions, including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which relate to or arise out of Releasors use of or presence in and on City of Pawtucket property.

The Releasors acknowledge the risks that may be involved and hazards connected with use of or presence in and on City of Pawtucket property but elect to provide services under any contract with the City of Pawtucket with full knowledge of such risks. Releasors also acknowledge that any loss, damage, and/or injury sustained by Releasors is not covered by Releasees insurance. Releasors agree to become fully aware of any safety risks involved with the performance of services under any contract with the City of Pawtucket and any safety precautions that need to be followed and agree to take all such precautions.

The duty to indemnify and/or hold harmless the City of Pawtucket shall not be limited by



## **10.0 - Additional Insurance Requirements**

In addition to the insurance provisions in the City of Pawtucket Terms and Conditions of Purchase, the liability insurance coverage, except Professional Liability, Errors and Omissions or Workers' Compensation insurance required for performance of a contract with the City of Pawtucket shall include the City of Pawtucket, its divisions, officers and employees as Additional Insureds but only with respect to the selected vendor's activities under the contract. The insurance required through a policy or endorsement shall include:

- A. a Waiver of Subrogation waiving any right to recovery the insurance company may have against the City of Pawtucket; and
- B. a provision that the selected vendor's insurance coverage shall be primary with respect to any insurance, self insurance or self retention maintained by the City of Pawtucket and that any insurance, self insurance or self retention maintained by the City of Pawtucket shall be in excess of the selected vendor's insurance and shall not contribute.

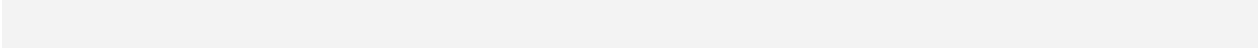
There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty (30) days written notice from the selected vendor or its insurer(s) to the City of Pawtucket's Purchasing Agent. Any failure to comply with the reporting provision of this clause shall be grounds for immediate termination of the contract with the City of Pawtucket.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the City of Pawtucket. The selected vendor shall pay for all deductibles, self insured retentions and/or self insurance included hereunder.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

## **11.0 - Miscellaneous**

- Vendors shall at all times comply with all federal, state, and local laws, ordinances and regulations and shall defend, indemnify and save harmless the City of Pawtucket against any claims arising from the violation of any such laws, ordinances and regulations, including but not limited to challenges as to the legality of any and all vendor installations.
- The City is exempt from the payment of the Rhode Island State Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended. Further, the City is also exempt from the payment of any excise or federal transportation taxes. The proposal prices submitted must be exclusive of same, and will be so construed.
- The City of Pawtucket reserves the right to cancel an agreement with the Vendor with thirty (30) days written notice and to award the contract to the next highest evaluated respondent.

- The City of Pawtucket reserves the right to renegotiate the terms of this contract with the Vendor for subsequent years provided the Vendor agrees to the contract terms for the renewal period.
  - The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds.
  - The City reserves the right to pay the selected Vendor via credit card at its sole discretion.
- 

## 12.0 – Proposal Form

### **25-007 – RFQ, City of Pawtucket Workforce Development Program**

Date: \_\_\_\_\_

Submitted By: \_\_\_\_\_

(Include Name, Address and Telephone No.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and remittance address that will appear on invoices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Physical address of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### General Information

Is your firm a sole proprietorship doing business under a different name? \_\_\_\_ Yes \_\_\_\_ No

If yes, please indicate sole proprietorship, a name, and the name you are doing business under.

\_\_\_\_\_  
\_\_\_\_\_

Is your firm incorporated? \_\_\_\_ Yes \_\_\_\_ No

Will any of the work spelled out in this proposal be outsourced? \_\_\_\_ Yes \_\_\_\_ No

If so, please explain below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you or your firm been subject to suspension, debarment or criminal conviction by the City of Pawtucket, the State of Rhode Island, or any other jurisdiction?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Have the City of Pawtucket and/or the State of Rhode Island ever terminated contracts with your firm for cause?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Has your firm ever withdrawn from a contract with the City of Pawtucket and/or the State of Rhode Island during its performance?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Have you or your firm been involved in litigation against the City of Pawtucket and/or the State of Rhode Island.

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the City of Pawtucket and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach separate sheet and submit with the proposal.)

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Is your company bonded/insured? Yes \_\_\_\_ No \_\_\_\_

Please describe the nature and extent of all insurance coverage:

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Addenda

The following Addenda have been received. The modifications noted therein have been considered and all costs are included in the Proposal Sum.

Addendum #1, Dated: \_\_\_\_\_

Addendum #2, Dated: \_\_\_\_\_

Addendum #3, Dated: \_\_\_\_\_

2.00 PROPOSAL FORM SIGNATURE(S)

The Corporate Seal of

---

(Respondent - please print the full name of your Proprietorship, Partnership, or Corporation)

was hereunto affixed in the presence of:

---

(Authorized signing officer                      Title)

(Seal)

---

(Authorized signing officer                      Title)

If the Proposal is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

## BID FORM

### RFQ 24-010 City of Pawtucket Workforce Development Program.

Pursuant to and in compliance with the INVITATION TO BID, the undersigned bidder hereby states that they have carefully examined the **CONTRACT DOCUMENTS** and the party understands the provisions, requirement, terms and conditions thereof, all of which are acknowledged to be part of the **Bid Proposal**.

Further, they have become familiar with local conditions and the extent of work: has determined the required quality, quantity and sources of supply of all plant, equipment, materials, tools, supplies, labor and all other facilities and things necessary or proper or incidental to the continuous execution and completion of the work as required: and hereby agrees to perform the contract in strict accordance with the **CONTRACT DOCUMENTS**.

The undersigned bidder hereby agrees that the bid proposal submitted shall remain in effect and binding upon the bidder for a period of 90 calendar days, from the date and time bids are received.

The basis of award shall be as set forth in the Request for Qualifications (refer to Section IX "Selection Criteria").

The City reserves the sole right to award a contract for any Bid Item or combination of Bid Items that it deems appropriate and in the best interest of the City.

BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT OF PRIME CONSULTANT**

State of \_\_\_\_\_ )  
 ) .ss  
County of \_\_\_\_\_ )

being first duly sworn, deposes and says that;

(1) He is \_\_\_\_\_ (owner, partner, officer, representative or agent)

\_\_\_\_\_,  
of the RESPONDENT that has submitted the attached proposal;

(2) He is fully informed respecting the preparation and contents of the attached Proposal and all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said RESPONDENT nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including the affiant, has in any way colluded, conspired or agreed, directly or indirectly, with any other RESPONDENT, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from submitting a proposal in connection with such a contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other RESPONDENT, firm or person to fix the price or prices in the attached Proposal or of any other Respondent, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other RESPONDENT, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Local Government or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the RESPONDENT or any of its agents, representatives, owners, employees or parties in interest including this affiant.

(Signed) \_\_\_\_\_  
(Title)

Subscribed and sworn to before me  
This \_\_\_\_\_ Day of \_\_\_\_\_, 2023.

My Commission Expires \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH TAX LAWS**

I,

of

\_\_\_\_\_ *(Principal)*

\_\_\_\_\_ *(Corporation)*

certify under pains and penalties of perjury that said corporation has complied with all the laws of the State of Rhode Island and Providence Plantations relating to taxes.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax Identification Number

**END OF SECTION**



**ANTI-KICKBACK ACKNOWLEDGMENT**

**ALL BIDDERS/OFFERORS MUST ATTEST TO THE FOLLOWING:**

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the City of Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the City of Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.

\_\_\_\_\_  
SIGNATURE OF OFFEROR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY

Title of RFQ:

\_\_\_\_\_

# Appendix B

## CITY OF PAWTUCKET GENERAL TERMS AND CONDITIONS OF PURCHASE

### *Preamble*

The City of Pawtucket's Purchasing Office may, from time to time, make amendments to the General Terms and Conditions when the City of Pawtucket's Purchasing Agent determines that such amendments are in the best interest of the City of Pawtucket. Amendments shall be made available for public inspection at the Purchasing Office located in Pawtucket City Hall but shall not require formal public notice and hearing. Copies of the Terms and Conditions shall be provided to any individual or firm requesting them.

### **CITY OF PAWTUCKET'S PURCHASING OFFICE GENERAL CONDITIONS OF PURCHASE**

All City of Pawtucket purchase orders, contracts, solicitations, delivery orders and service requests shall incorporate and be subject to the provisions of Rhode Island General Laws 8-15-4 and the City of Pawtucket purchasing rules and regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, the Pawtucket City Charter, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. GENERAL

All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the following terms are used interchangeably:

"bid" and "proposal," both of which refer to an offer to provide specified goods and services, as defined herein.

"bidder" and "respondent" and "offeror," all of which refer to any individual, firm, corporation, or other entity presenting a proposal or bid indicating a desire to enter into contracts with the City of Pawtucket.

"contractor" and "consultant" and "vendor," all of which refer to any individual, firm, corporation, or other entity with whom a contract is executed by the City of Pawtucket's Purchasing Agent.

2. ENTIRE AGREEMENT

The City of Pawtucket's Purchase Order, or other City of Pawtucket contract endorsed by the City of Pawtucket Purchasing Office, shall constitute the entire and exclusive agreement between the City of Pawtucket and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

All communication between the City of Pawtucket and any contractor pertaining to any award or contract shall be accomplished in writing.

a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the City of Pawtucket Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the City of Pawtucket. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the City of Pawtucket on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the City of Pawtucket to the contractors.

b. No alterations or variations of the terms of the contract shall be valid or binding upon the City of Pawtucket unless submitted in writing and accepted by the City of Pawtucket Purchasing Agent. All orders and changes thereof must emanate from the City of Pawtucket Purchasing Office: no oral agreement or arrangement made by a contractor with a department or employee will be considered to be binding on the City of Pawtucket Purchasing Agent, and may be disregarded.

c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless:

1. terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or

2. extended upon written authorization of the City of Pawtucket Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
3. canceled by the City of Pawtucket in accordance with other provisions stated herein.
  - d. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the City of Pawtucket Purchasing Agent.
  - e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the City of Pawtucket Purchasing Office, and expressly accepted.
  - f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the City of Pawtucket, and agrees that later discovery by the City of Pawtucket Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

3. **SUBCONTRACTS**

No subcontracts or collateral agreements shall be permitted, except with the City of Pawtucket's express written consent. Upon request, contractors must submit to the City of Pawtucket Purchasing Office a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

4. **RELATIONSHIP OF PARTIES**

The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the City of Pawtucket, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the City of Pawtucket and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

5. **COSTS OF PREPARATION**

All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The City of Pawtucket will not reimburse any offeror for such costs.

6. **SPECIFIED QUANTITY REQUIREMENT**

Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

- a. The City of Pawtucket reserves the right to modify the quantity, scope of service, date of delivery or completion, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.
- b. The City of Pawtucket shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the City of Pawtucket will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.
- c. Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the City of Pawtucket, where determined by the City of Pawtucket Purchasing Agent to be in the City of Pawtucket's best interest.

7. **TERM AND RENEWAL**

Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the City of Pawtucket's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the City of Pawtucket's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the City of Pawtucket's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the City of Pawtucket's intent not to renew is served.

8. **DELIVERY/COMPLETION**

Delivery must be made as ordered and/or projects completed in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. If the project completion date is not specified in the proposal, the date shall be determined by the City of Pawtucket Purchasing Agent. The decision of the City of Pawtucket Purchasing Agent, as to reasonable compliance with the delivery terms, and date of completion shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. **FOREIGN CORPORATIONS**

In accordance with Title 7 Chapter 1.1 ("Business Corporations") of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. **PRICING**

All pricing offered or extended to the City of Pawtucket is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the City of Pawtucket, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. **COLLUSION**

Bidder or contractor warrants that he has not, directly or indirectly, entered into any agreements or participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES**

Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the City of Pawtucket for the purpose of obtaining any contract or award issued by the City of Pawtucket. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the City of Pawtucket, except as shall have been expressly communicated to the City of Pawtucket Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the City of Pawtucket of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. **AWARDS**

Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of ninety (90) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the City of Pawtucket Purchasing Agent.

a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the City of Pawtucket. The City of Pawtucket reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.

- b. The City of Pawtucket reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the City of Pawtucket may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the City of Pawtucket to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.
- c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the City of Pawtucket may, at the option of the City of Pawtucket, be
  - 1. rejected as being non-responsive, or
  - 2. set aside in favor of the City of Pawtucket's terms and conditions (with the consent of the bidder), or
  - 3. accepted, where the City of Pawtucket Purchasing Agent determines that such acceptance best serves the interests of the City of Pawtucket.
 Acceptance or rejection of alternate or counter-offers by the City of Pawtucket shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.
- d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.
- e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.
- f. The City of Pawtucket Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.
- g. The City of Pawtucket Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the City of Pawtucket will be served by so doing.
- h. The City of Pawtucket Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- i. Preference may be given to bids on products raised or manufactured in the City of Pawtucket or State of Rhode Island, other things being equal.
- j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
- k. The City of Pawtucket Purchasing Agent reserves the right to act in the City of Pawtucket's best interests regarding awards caused by clerical errors by the City of Pawtucket Purchasing Office.

14. **SUSPENSION AND DEBARMENT**

The City of Pawtucket Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

- a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).
- b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

- c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the City of Pawtucket to a vendor or contractor then under a ruling of suspension or debarment by the City of Pawtucket shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the City of Pawtucket's Purchasing Agent.

15. PUBLIC RECORDS

Contractors and bidders are advised that certain documents, correspondence, and other submissions to the City of Pawtucket's Purchasing Office may be voluntarily made public by the City of Pawtucket absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

16. PRODUCT EVALUATION

In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The City of Pawtucket's Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

- a. Any objections to specifications must be filed by a bidder, in writing, with the City of Pawtucket's Purchasing Agent at least 96 hours before the time of bid opening to enable the City of Pawtucket's Purchasing Office to properly investigate the objections.
- b. All standards are minimum standards except as otherwise provided for in the Request or Contract.
- c. Samples must be submitted to the City of Pawtucket's Purchasing Office in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.
- d. All samples submitted are subject to test by any laboratory the City of Pawtucket's Purchasing Agent may designate.

17. PRODUCT ACCEPTANCE

All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the City of Pawtucket. The City of Pawtucket reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the City of Pawtucket's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

- a. Failure by the City of Pawtucket to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the City of Pawtucket's right to subsequently reject the goods in question.
- b. Formal or informal acceptance by the City of Pawtucket of non-conforming goods shall not constitute a precedent for successive receipts or procurements.
- c. Where the contractor fails to promptly cure the defect or replace the goods, the City of Pawtucket reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.
- d. When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the City of Pawtucket within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the City of Pawtucket shall have the right to dispose of them as its own property.

18. PRODUCT WARRANTIES

All product or service warranties normally offered by the contractor or bidder shall accrue to the City of Pawtucket's benefit, in addition to any special requirements which may be imposed by the City of Pawtucket. Every unit delivered must be guaranteed against faulty material and

workmanship for a period of one year unless otherwise specified, and the City of Pawtucket may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

19. PAYMENT

Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

- a. Payment terms other than the foregoing may be rejected as being nonresponsive.
- b. No partial shipments, or partial completion will be accepted, unless provided for by the Request or Contract.
- c. Where a question of quality is involved, or failure to complete a project by the specified due date, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the City of Pawtucket Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the City of Pawtucket from taking such discount.
- d. Payments for used portion of inferior delivery or late delivery will be made by the City of Pawtucket on an adjusted price basis.
- e. Payments on contracts under architectural or consulting supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or Consultant and submitted to the City of Pawtucket Purchasing Office for approval.

20. THIRD PARTY PAYMENTS

The City of Pawtucket recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the City of Pawtucket's Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.

21. SET-OFF AGAINST PAYMENTS

Payments due the contractor may be subject to reduction equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.

22. CLAIMS

Any claim against a contractor may be deducted by the City of Pawtucket from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the City of Pawtucket the amount of such claim on demand. Submission of a voucher and payment, thereof, by the City of Pawtucket shall not preclude the City of Pawtucket's Purchasing Agent from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

- a. The City of Pawtucket's Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the City of Pawtucket, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. CERTIFICATION OF FUNDING

The Director of Finance shall provide certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.

24. UNUSED BALANCES

Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing

more than one fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the City of Pawtucket's sole option.

25. **MINORITY BUSINESS ENTERPRISES**

Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the City of Pawtucket reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

- a. the offer is fully responsive to the terms and conditions of the Request, and
- b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
- c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise.

26. **PREVAILING WAGE REQUIREMENT**

In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works projects.

The rates of pay set forth under this contract, are the minimum to be paid during the life of the Contract. It is therefore, the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

27. **EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION**

Contractors of the City of Pawtucket are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island.

Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

28. **DRUG-FREE WORKPLACE REQUIREMENT**

Contractors who do business with the City of Pawtucket and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.

29. **TAXES**

The City of Pawtucket is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

30. **INSURANCE**

All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on City of Pawtucket premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

- a. **Comprehensive General Liability Insurance**  
Combined Single Limit not less than \$1,000,000 each occurrence for bodily Injury and property damage.
  - Independent Contractors;
  - Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations;
  - Products and Completed Operations;



- Personal Injury (with employee exclusion deleted)
- b. Automobile Liability Insurance  
Combined Single Limit not less than \$1,000,000 each occurrence for bodily Injury and property damage including non-owned and/or hired vehicle coverage.

OR

Bodily Injury, per person, \$500,000/ Bodily Injury, \$1,000,000 per accident/  
Property Damage, \$500,000 per accident including non-owned and/or hired  
vehicle coverage.

- c. Workers' Compensation Insurance  
As required by the General Laws of Rhode Island.
- Employers liability \$500,000

The City of Pawtucket shall be named as an additional insured on the vendor's Comprehensive General Liability Policy and Automobile Liability Policy.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the City of Pawtucket as an additional insured, to the City of Pawtucket Purchasing Office, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

31. **BID SURETY**

When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

32. **PERFORMANCE AND LABOR AND PAYMENT BONDS**

When requested, a performance bond and labor and payment bond in an amount specified in the City's bid/proposal solicitation, but not more than 100% of an award, may be required by the City of Pawtucket's Purchasing Agent. Bonds must meet the following requirements:

- a. Corporation: The Bond must be signed by an official of the corporation above his/her official title and the corporate seal must be affixed over his/her signature.
- b. Firm or Partnership: The Bond must be signed by all of the partners and must indicate that they are " Doing Business As (name of firm)."
- c. Individual: The Bond must be signed by the individual owning the business and indicate "Owner."
- d. The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
- e. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
- f. Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
- g. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

33. **SUSPENSION, DEFAULT AND TERMINATION**

a. Suspension of a Contract by the City of Pawtucket  
The City of Pawtucket reserves the right at any time and for any reason to suspend all or part of this contract, for a reasonable period, not to exceed sixty days, unless the parties agree to a longer period. The City of Pawtucket shall provide the contractor with written notice of the suspension order signed by the Purchasing Agent or his or her designee, which shall set forth the date upon

which the suspension shall take effect, the date of its expiration, and all applicable instructions. Upon receipt of said order, the contractor shall immediately comply with the order and suspend all work under this contract as specified in the order. The contractor shall take all reasonable steps to mitigate costs and adverse impact to the work specified in the contract during the suspension period. Before the order expires, the City of Pawtucket shall either:

1. cancel the suspension order;
2. extend the suspension order for a specified time period not to exceed thirty (30) days; or
3. terminate the contract as provided herein.

The contractor shall resume performance once a suspension order issued under this section is canceled or expires. If as a result of the suspension of performance, there is a financial or schedule impact upon the contract, an appropriate adjustment may be made by, or with the approval of, the City of Pawtucket's Purchasing Agent. Any adjustment shall be set forth in writing. After a suspension order has been canceled or expires, the contractor shall provide any request for adjustment to the City of Pawtucket's Purchasing Agent within thirty (30) days after resuming work performance.

b. Termination of a Contract by the City of Pawtucket

1. Termination for Default or Nonperformance

If, for any reason, the contractor breaches the contract by failing to satisfactorily fulfill or perform any obligations, promises, terms, or conditions, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the City of Pawtucket, the City of Pawtucket may terminate the contract, in whole or in part, the termination of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements by giving written notice to the contractor specifying the date for termination. The City of Pawtucket shall endeavor to provide such notice at least seven (7) calendar days before the effective date of the termination.

A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. If contractor consistently fails to deliver quantities or otherwise perform as specified, the City of Pawtucket's Purchasing Agent reserves the right to terminate the contract and contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety. In the event of a termination for default or nonperformance, in whole or in part, the City of Pawtucket may procure similar goods or services in a manner and upon terms it deems appropriate, and the contractor shall be liable for the excess costs incurred by the City of Pawtucket as a result of the contractor's default. The contractor, or its surety, agrees to promptly reimburse the City of Pawtucket for the excess costs, but shall have no claim to the difference should the replacement cost be less.

2. Termination Without Cause

The City of Pawtucket may terminate the contract in whole or in part without cause at any time by giving written notice to the contractor of such termination at least thirty (30) days before the effective date of such termination. The notice shall specify the part(s) of the contract being terminated and the effective termination date.

Within thirty (30) days of the effective date of the termination of the contract the contractor shall compile and submit to the City of Pawtucket an accounting of the work performed up to the date of termination. The City of Pawtucket may consider the following claims in determining reasonable compensation owed to the contractor for work performed up to the date of termination:

- a. contract prices for goods or services accepted under the contract;
- b. costs incurred in preparing to perform and performing the terminated portion of the contract; or

- c. any other reasonable costs incurred by the contractor as a result of the termination.

The total sum to be paid to the contractor shall not exceed the total contract price, less any payments previously made to the contractor, the proceeds from any sales of goods or manufacturing materials, and the contract price for work not terminated.

3. Contractor's Obligations in the Event of Termination

If the contract is terminated for any reason, or expires pursuant to its terms, the contractor shall transfer and deliver to the City of Pawtucket in the manner and to the extent directed by the City of Pawtucket:

- a. all finished or unfinished material prepared by the contractor; and
- b. all material, if any, provided to the contractor by the City of Pawtucket.

For the purposes of the contract, "material" shall include, but is not limited to, goods, supplies, parts, tools, machinery, equipment, furniture, fixtures, information, data, reports, summaries, tables, maps, charts, photographs, studies, recommendations, files, audiotapes, videotapes, records, keys, security badges, and documents.

If the contract is terminated for cause, the contractor shall not be relieved of liability to the City of Pawtucket for damages sustained because of any breach by the contractor. In such event, the City of Pawtucket may retain any amounts which may be due and owing to the contractor until such time as the exact amount of damages due the City of Pawtucket from the contractor has been determined by the City of Pawtucket Purchasing Agent. The City of Pawtucket may also set off any damages so determined against the amounts retained.

Upon termination of the contract, the contractor shall stop performance on the date specified, terminate any outstanding orders and subcontracts applicable to the terminated portion of the contract, and shall incur no further commitments or obligations in connection with the terminated performance. The contractor shall settle all liabilities and claims arising out of the termination of subcontracts and order generating from the terminated performance. The City of Pawtucket may direct the contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City of Pawtucket or a third party.

Terminations of Purchase Order Contracts or Master Pricing Agreements shall require the signature of the City of Pawtucket Purchasing Agent or his designee. Notice of termination by either party shall be submitted in writing to the other party in accordance with the termination clause of the contract, or where no specific termination clause is included, written notice shall be provided no later than thirty (30) days before the expiration of the contract.

34. INDEMNITY

The contractor:

- a. To save the City of Pawtucket, its agents and employees, harmless from any liability imposed upon the City of Pawtucket arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
- b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City of Pawtucket and of the State of Rhode Island.
- c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

35. CONTRACTOR'S OBLIGATIONS

In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

- a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;
- b. The contractor, its subcontractor(s) and their employees and/or agents, shall protect and preserve property in the contractor or subcontractor's possessions in which the City of Pawtucket has an interest, and any and all materials provided to the contractor or subcontractor by the City of Pawtucket;
- c. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, a completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;
- d. To store equipment, supplies, and material at the site only upon approval by the City of Pawtucket, and at his own risk;
- e. To perform all work so as to cause the least inconvenience to the City of Pawtucket, and with proper consideration for the rights of other contractors and workmen;
- f. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work;
- g. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any City of Pawtucket facility or site, and that they comply with such rules, including but not limited to security policies or practices and/or criminal background checks for any employees and/or subcontractors;
- h. The contractor shall ensure that its employees or agents are experienced and fully qualified to engage in the activities and services required under the contract;
- i. The contractor shall ensure that at all times while services are being performed under this contract at least one of its employees or agents on the premises has a good command of the English language and can effectively communicate with the City of Pawtucket and its staff;
- j. The contractor and contractor's employees or agents shall comply with all applicable licensing and operating requirements required by federal or state law and shall meet accreditation and other generally accepted standards of quality in the applicable field of activity;
- k. The contractor shall secure and retain all employee-related insurance coverage for its employees and agents as required by law; and
- l. The contractor, subcontractor, and his or her employees and agents shall not disclose any confidential information of the City of Pawtucket to a third party. Confidential information means:
  - (1) any information of a sensitive or proprietary nature, whether or not specially identified as confidential or proprietary; or
  - (2) any information about the City of Pawtucket gained during the performance of a contract that is not already lawfully in the public domain.

36. **FORCE MAJEURE**

All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.

37. **STANDARD OF CARE FOR PROFESSIONAL SERVICES**

The standard of care for all professional services performed or furnished by the Consultant under any agreement with the City of Pawtucket will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Subject to the foregoing standard of care, the Consultant may use or rely upon design elements ordinarily or customarily furnished by others including, but not limited to, manufacturers, suppliers, and the publishers of technical standards.

# Appendix C

## City of Pawtucket Standard Form of Agreement (SAMPLE)

### CONTRACT AGREEMENT

«**BID\_NAME**»

Pawtucket, Rhode Island

#### **1. AGREEMENT FOR SERVICES**

This Agreement for Services (hereinafter the "Agreement" or "Contract") made this «Day» day of «Month», «Year» between the City of Pawtucket, a municipal corporation of the State of Rhode Island, with a business address of 137 Roosevelt Avenue, Pawtucket, Rhode Island (hereinafter the "City") and «Company\_Name», company authorized to do business in the State of Rhode Island, with a business address of «Company\_Address», «CityState» (hereinafter the "Contractor").

#### **2. SCOPE OF CONTRACTOR SERVICES**

This is a contract to provide the City with «Bid\_Name» for a one-year period starting \_\_/\_\_/\_\_ and ending on \_\_/\_\_/\_\_, with an option to renew for two (2) additional one (1) year terms, per the specifications included in Bid # «Bid\_» and all addendums issued and any resulting negotiations, the bid response received by the City from the Contractor, and in accordance with the City's Purchasing Rules and Regulations and General Terms and Conditions of Purchase, as specified herein and as set forth in the following Exhibits, all of which are referenced hereto and is incorporated into this Agreement by reference herein:

- Exhibit 1 – RFQ # «Bid\_».
- Exhibit 2 – Solicitation response from «Company\_Name».
- Exhibit 3 – City of Pawtucket's General Terms and Conditions of Purchase.

Delivery of goods and services will be provided in accordance with Bid «Bid\_».

#### **3. COMPENSATION FOR SERVICES**

The City shall pay the Contractor in the following sums for work performed under this Agreement after the effective date as set out below:

\$«Price»

The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds. Payment will not be made until services have been fully performed and accepted, and upon a properly submitted invoice. All invoices must clearly display the purchase order number.

#### **4. RHODE ISLAND LAW AND FORUM**

(a) This Agreement shall be construed according to the law of the State of Rhode Island.

(b) Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Providence County Superior Court, and in the federal courts, in the United States District Court for the District of Rhode Island.

#### **5. NOTICE**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City:

City of Pawtucket  
Purchasing Office  
137 Roosevelt Ave.  
Pawtucket, RI 02860

If to the Contractor:

«Company\_Name»  
«Company\_Address»  
«CityState»

**6. COMPLIANCE WITH LAWS**

Contractor shall materially comply with any and all Federal, state and local laws and regulations now in force and which may hereafter during the term of this contract, be enacted and become effected which are applicable, as well as obtaining any and all required permits and licenses.

**7. TIMEFRAME TO COMPLETE**

The Contractor shall complete the «Bid\_Name» located in the City of Pawtucket, Rhode Island, no later than \_\_-\_\_-\_\_.

**8. WAIVERS**

No waiver of any breach or any one or more of the conditions or covenants of this Contract by City or Contractor shall be deemed to imply or to constitute a waiver of any prior or succeeding breach; and the failure of City or Contractor to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained or any one of them shall not constitute or be construed as a waiver or relinquishment of City's or Contractor's right to thereafter enforce any such default, or any term, covenants, agreement or condition.

**CONTRACTOR**

«Company\_Name»

\_\_\_\_\_

Subscribed and sworn to before me in the \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**CITY OF PAWTUCKET**

\_\_\_\_\_

Subscribed and sworn to before me in the \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: