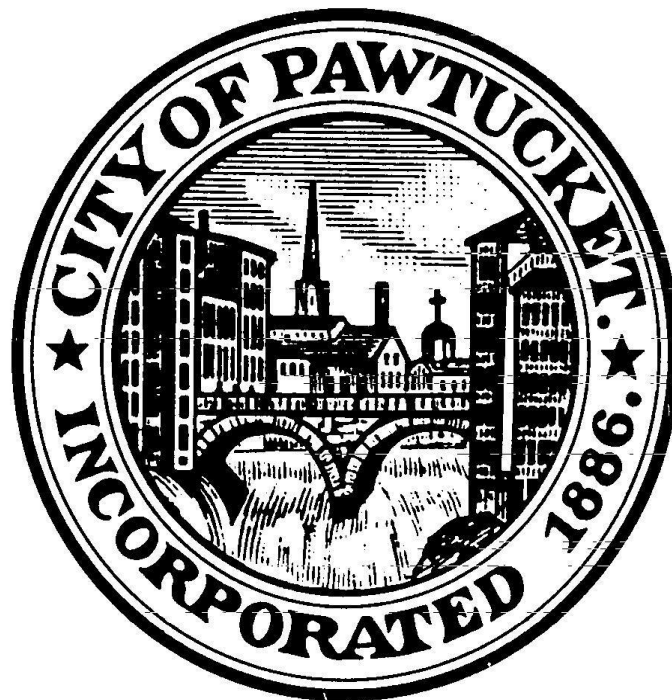


# CITY OF PAWTUCKET

## REQUEST FOR QUALIFICATIONS



### Bid #25-009

RFQ: Project Management Assistance for Building Improvement Program

August 23, 2024

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## 1.0 - Proposal/Solicitation Information

### **Schedule**

*Requests for Further Information* Deadline: August 30, 2024 @ 4:00 PM

Requests for information or clarification must be made electronically to the attention of the following:

Peter Wingate, [pwingate@pawtucketri.com](mailto:pwingate@pawtucketri.com)

Please reference the RFQ / LOI number on all correspondence. Answers to questions received, if any, will be posted on the internet as an addendum to this bid solicitation.

*RFQ Submission Deadline:*

September 12, 2024 at 12:00 PM

**Late submittals will not be considered.**

Qualifications must be mailed or hand-delivered in a sealed envelope **marked with the RFQ/Proposal # and Project Name** to:

Pawtucket City Hall - Purchasing Office  
137 Roosevelt Avenue  
Pawtucket, RI 02860

Submissions will be publicly opened at a regularly scheduled Purchasing Board meeting at 4:00 pm on September 12, 2024. The location of the meeting will be posted to the City website on September 10, 2024 after 4:00 pm.

### **Bonds/Surety Required**

*Surety Bond:* X No  Yes

*Fidelity Bond:* X No  Yes

*Performance and Payment Bond:* X No  Yes

The successful respondent will be required to furnish all insurance documentation as outlined in the attached General Terms & Conditions of Purchase.

### **Miscellaneous**

The proposal process and resulting contract are subject to the General Terms and Conditions of Purchase. Submission of a proposal in response to this solicitation is acknowledgement and acceptance of these General Terms and Conditions (Included as Appendix C).

The City of Pawtucket reserves the right to accept or reject any or all proposals, and to act in its best interest including, but not limited to, directly negotiating with any vendor who submits a proposal in response to this RFQ and to award a contract based upon the results of those negotiations alone. Qualifications found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered

further. The City of Pawtucket may, at its sole option, elect to require presentations(s) by bidders clearly in consideration for award.

## **2.0 - Instructions and Notifications to Respondents**

- It is the respondent's responsibility to examine all specifications and site conditions thoroughly, and comply fully with specifications and all 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 contractors 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.**
- It is intended that an award pursuant to this Request will be made to a prime Consultant, who will assume responsibility for all aspects of the work. 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.
- The City asks that respondents refrain from requesting proposal information concerning other companies until an intention to award is determined, as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. Proposal materials become public information only after a contract is awarded.
- 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. All such Addenda shall become part of the RFQ 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.

### 3.0 - Overview

Pawtucket, Rhode Island (the “City”) is excited to launch an American Rescue Plan Act (ARPA) funded Building Improvement Program (BIP) grant. This initiative is designed to address critical needs within the community, particularly those exacerbated by the ongoing challenges posed by the COVID-19 pandemic. By focusing on buildings in a severely impacted area of the city, this grant program will empower urban stakeholders, strengthen small business resilience and foster positive social change. These grants can serve as catalysts for innovation, infrastructure improvements or targeted interventions that address pressing community needs.

The Project Management Assistance component of this fund is aimed at assisting those property owners who haven’t the experience, expertise or resources to support improvements or maintenance of their properties. This RFQ is soliciting proposals from qualified full service project management firms (or the “Vendor”) to provide professional services and construction oversight for this Building Improvement Program sponsored by the City of Pawtucket. The program is funded through the City’s American Recovery Plan Act (ARPA), administered through the City of Pawtucket, and as such all grants must follow all laws and regulations pertaining to ARPA. The selected firm will act as the City’s professional consultant to provide direct services needed by eligible applicants.

The RFQ proposal should include stated experience in the areas of design, engineering, budgeting, scheduling, contractor selection, and construction management. The successful firm will also have experience dealing with property owners, historic commissions, permitting and other city agencies.

### 4.0 - Scope of Work

The required services will include advising property owners on current conditions, level of demolition needed and its impacts, infrastructure requirements, utilities required, material selection, design, construction techniques, neighboring impacts, permits and codes. It will further involve the contractor bid process and selection, budget management and reporting and construction management of the demolition and construction itself. Services will also include advising property owners on guarantees on construction and review of longevity and guarantees for materials selected.

The Vendor will prioritize employment of contractors and consultants that are based in Pawtucket and/or employ Pawtucket residents. The City also encourages the selection of these professionals in proportion to the makeup of City residents, which are majority Hispanic and equally female. A good resource is the state’s Minority and Women-owned Businesses (MBE/WBE) registry.

<http://www.mbe.ri.gov/search.php> Assistance is available from the City in finding contractors.

#### **Specific goals of the Building Improvement Program:**

- Design elements that restore, enhance and showcase each building in the program and its contribution to its streetscape
- Use of the highest standard of construction practices
- Use of the highest standard in building and site materials

**The Building Improvement Program will build on and utilize information and data from:**

1. Historic Property Listing
2. Design Guidelines – Neoscape (July 2024)
3. Building Improvement Program – Overview, Application and Evaluation (August 2024)
4. Stakeholder Lists and Outreach

## **SCOPE OF SERVICES**

The City of Pawtucket is committed to supporting property owners in a specified geographic area of downtown Pawtucket that was disproportionately negatively impacted by Covid-19 who have been left without resources to improve or maintain their properties. The Project Management assistance being sought will be on an as-needed basis for those property owners who need support with applications, design and construction management, and with regulatory/compliance paperwork.

- Provide application assistance as needed
- Assess current conditions and review of existing plans
- Assess impact on neighboring structures, traffic, local businesses
- Identify façade elements to be demolished or preserved
- Provide design and engineering details for City review.
- Provide specification sheet of materials for City review
- Provide regular progress reports to City departments
- Identify legal issues and provide permitting support
- Ensure clean and safe work site is maintained at all times
- Communicate with building tenants of impacts and schedule
- Once selected, work with City and property owner to estimate, select and manage design to meet budgetary needs
- Work with City of Pawtucket Historic Commission (if applicable), Department of Zoning and Building Department to ensure permits, approvals and construction standards are met.
- Work within Streetscape Improvements Design consultant's standards and recommendations for storefront appearance and signage in downtown Pawtucket
- Prepare budget(s) and cash flow projections to meet City funding requirements, including project completion by September 2026.

The deployment and award of the Building Improvement grants to individual property owners is a part of the wider ARPA economic development investment strategy. The selected professional project assistance provider should share a commitment to fostering an environment for support to traditionally underprivileged communities. The selected firm must have experience working with minorities and non-English speaking persons and businesses as we strive for equal opportunity among all property owners and businesses.

**Project Timeline:** The Building Improvement Program will be posted and outreach done over the summer. Applicants will be informed of project management services provided by the selected provider under this RFQ, and connections made between parties. A timesheet will be kept and submitted as documentation for these professional services when invoicing. This contract will expire when all ARPA funds for this Building Improvement Program are spent, or Fall 2026, whichever comes first.

### **Final Submission**

Issue a final proposal outlining qualifications and experience, incorporating the goals and tasks listed above. The proposal will be provided to the City of Pawtucket in the format of one (1) hard copy & one (1) electronic copy on USB flash drive.



## **5.0 - 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 \$1,000,000 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

The City of Pawtucket shall be named as additional insured on the vendor's General Liability Policy(ies). The vendor shall maintain and keep in force such Workers' compensation insurance limits as required by the statutes of the State of Rhode Island, and Employer's Liability with limits no less than \$500,000.

## **6.0 - 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 attorney's 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 the insurance require under the City of Pawtucket Terms and Conditions of Purchase.

## **7.0 - 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.

## 8.0 – Submission Content and Organization

### NOTE:

- All demolition and construction work is to be performed by or under the direct supervision of (as allowed by law) a Registered Professional Contractor who is currently licensed to practice in the State of Rhode Island.
- If survey work is to be performed, it must be by or under the direct supervision of (as allowed by law) a Registered Land Surveyor who is currently licensed to practice in the State of Rhode Island.
- All work is to be managed by firms or individuals within firms having at least ten (10) years' experience in the specific field or discipline in question.
- Qualifications statements may be submitted for any combination of the services listed herein that a firm may have. Firms may team with other consultants and may list sub-consultants normally used to complete the required work. Include a listing of areas of proficiency that the firm possesses.

A Statement of Qualifications must be submitted as a part of the respondent's proposal, including a listing of key personnel to be assigned to each project (organizational chart and resumes), relevant experience of the firm and the key personnel, and other pertinent information which identifies the respondent's ability to perform the work elements listed in Section III "Scope of Work" of this Request for Qualifications. A separate list of all intended sub-consultants must also be provided, identifying the tasks for the sub-consultant and the (proposed) relationship between the respondent and the sub-consultant (i.e. joint venture, straight sub-consultant basis, etc.). Similar qualifications information should also be supplied for each proposed sub-consultant.

- **Provide examples of recent relevant experience for the services proposed. The same information shall be provided for subcontractors, if utilized.**
- **Provide four (4) professional references (preferably in the municipal sector), with up-to-date contact information. The same information shall be provided for subcontractors, if utilized.**
- **Provide standard fee schedule for various roles involved in the required services.**

For Qualifications. Included within this Proposal shall be sufficient information that would identify the Respondent's ability to perform the work within the given project timetable.

All proposals must be submitted on the forms supplied in Section 11.0 and shall be subject to all requirements of the Contract Documents, including these instructions to respondents. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Proposal Form by the Respondent.

The Owner may consider as irregular any Proposal on which there is an alteration of or departure from the Proposal Form hereto attached and at its option may reject the same.

Proposal Documents, including the Qualification documents, the Non-Collusion Affidavit, the Anti-Kickback Acknowledgment, and the Statement of Respondent's Qualifications (if requested) shall be enclosed in a sealed envelope which shall be clearly labeled with the words, **“RFQ, Project Management Assistance-Building Improvement Program, Bid 25-009”**, as well as name of Respondent, and date of proposal opening.

**All Submittal Package Forms must be signed.**

Vendors must include on the Proposal Form a list of four (4) references with whom they have contracted to do similar work by including the company name, telephone number, contact person, and number of years they have served this customer. Preferably, references should be municipalities which are of approximate size as the City of Pawtucket, and a website address should be included if available.

Respondents must also include an overview of their company's experience including, but not limited to, the number of years the company has been providing these services, the size of the company (including the number of employees and locations), a description of work undertaken that is similar to what is being requested in this RFQ, and, if applicable, certifications that demonstrate a knowledge of the service(s) to be provided under this contract.

If any subcontractors are to be used in the performance of any work contracted for under this RFQ, please list their name(s), contractor license #, address and phone number, and specific description of the subcontract work to be performed.

Two (2) copies of your proposal, one (1) original and one (1) digital copy (contained on a flash drive) must be submitted at the time of submission. Qualifications must be in the following format:

Proposal Form

Company overview

Length of time your firm has been in business

Length of time at current address

All licensing (List types and business license number(s), certification and permits as required in the Scope of Work

Please state any and all additions, deletions, and exceptions, if any, that you are taking to any portion of this proposal. If not addressed specifically, the City of Pawtucket assumes that the vendor will adhere to all terms and conditions listed in this RFQ.

Submission of a proposal is acknowledgement and acceptance of the City of Pawtucket's Purchasing Rules and Regulations and General Terms and Conditions of Purchase.

The use of outside services that are required for the performance of any particular job (i.e. soil borings, testing laboratory services, etc.) requires prior approval from the City, and must be provided by the successful respondent at the actual invoice cost for said services.

## 9.0 - Evaluation Criteria

This will be a "Qualifications Based Selection (QBS)" process. Qualifications will be examined and technically evaluated based on the factors presented below. It is the responsibility of the CONSULTANT to provide information, evidence or exhibits which clearly demonstrate the ability to satisfactorily respond to the project requirements and the factors listed below. The City will select the top ranked firm for each specific area of expertise based on the criteria herein as it may apply to the specific project Scope of Work.

**A. *Company Qualifications and Experience (Maximum 30 points)***

Specialized design experience is required of the company in a series of work areas - proposals must clearly demonstrate full knowledge, understanding, and experience in the methods, techniques, and guidelines required for the performance of the required work:

1. Experience demonstrated on similar projects.
2. Knowledge of current issues and state of the art techniques in the relevant technical areas.
3. The ability to provide the necessary skills and expertise from in-house resources.
4. Methods for assuring product quality, cost control, delivery schedule, and project oversight (a narrative description of the Applicant's quality control plan must be included).
5. The Applicant should address the proposed level of effort by task for each employee category.

All preceding elements are of equal importance.

**B. *Personnel Qualifications and Availability (Maximum 30 points)***

Specialized experience is required of the project personnel proposed to undertake the work assignments - proposal must clearly demonstrate the capability, academic background, training, certifications and experience of the proposed personnel:

1. Availability of the proposed staff must be demonstrated.
2. A demonstrated expertise and ability for rapid turn-around and flexibility on short-term projects.
3. Project Manager(s) must have the ability to effectively direct multiple simultaneous work assignments.
4. Project Manager(s) must have the ability to integrate and utilize interdisciplinary teams effectively on assignments requiring a variety of skills and expertise from in-house resources.

*C. Performance Record of Firm (Maximum 20 points)*

A list of references of at least three (3) recent contracting officers on projects of a similar magnitude and complexity; references must include telephone number and affiliation.

*D. Project/ Process Understanding (Maximum 20 points)*

The CONSULTANT must demonstrate comprehension of the role and function of this contract in meeting the needs of the City. In addition CONSULTANT shall have a working knowledge of the geographic area as evidenced by prior work experience in the region.

A review team consisting of City of Pawtucket senior staff members and other City professionals will review and rank all proposals that are received. A recommendation will then be made to the Purchasing Agent, and subsequently to the Purchasing Board for an award.

The evaluation process will include a point scoring scheme as noted above.

\*Note: Pursuant to R.I.G.L. 45-55-8.1, the ultimate selection shall be determined by the Qualification-Based Selection Process outlined by the Rhode Island Consulting Consultants (RICE).

## **10.0 - 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.
-

## 11.0 – Proposal Form

### **25-009 – RFQ, Project Management Assistance-Building Improvement 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?      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: \_\_\_\_\_

References

Please list four (4) companies with whom you have contracted to provide similar services. Preferably, references should be municipalities which are of approximate size as the City of Pawtucket, and a website address should be included if available.

Reference #1  
Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Contract Dates: \_\_\_\_\_ To \_\_\_\_\_  
Website Address: \_\_\_\_\_

Reference # 2  
Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Contract Dates: \_\_\_\_\_ To \_\_\_\_\_  
Website Address: \_\_\_\_\_

Reference # 3  
Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Contract Dates: \_\_\_\_\_ To \_\_\_\_\_  
Website Address: \_\_\_\_\_

Reference # 4  
Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Contract Dates: \_\_\_\_\_ To \_\_\_\_\_  
Website Address: \_\_\_\_\_

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)

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.

25-009

**PROJECT MANAGEMENT ASSISTANCE-BUILDING IMPROVEMENT PROGRAM**

**PROPOSAL FORM**

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

**The undersigned hereby agrees that the proposal submitted shall remain in effect and binding 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 individual Item or combination of 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 \_\_\_\_\_ )  
County of \_\_\_\_\_ ) .ss

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:**  
**Focus Area for Building Improvement Program**



# Appendix C

## CITY OF PAWTUCKET GENERAL TERMS AND CONDITIONS

### *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 37-2-2 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 D

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

CONTRACT

### AGREEMENT

«PROPOSER\_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**

- Exhibit 1 – RFQ # Proposal ».
- 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:

## Appendix E

### Federal Contract and Purchasing Requirements

1. **Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Minority and Women Business Enterprises (if applicable to this Contract)**  
Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable.** Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
  - a) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
  - b) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
  - c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
  - d) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
  - e) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
  - f) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

3. **Suspension and Debarment. (applies to all purchases.)** (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (C) This certification is a material representation of fact relied upon by the City of KALAMAZOO. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
4. **Byrd Anti-Lobbying Amendment. 31 U.S.C. § 1352, as amended. (Applies to all purchases.)** Contractor certifies that it will not and has not used Federal appropriated funds to

pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

\*Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum\*

**5. Access to Records. (applies to all purchases.)**

- A. The Contractor agrees to provide the City of KALAMAZOO, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.
- B. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- C. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

**6. Rights to Inventions Made Under a Contract or Agreement.**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

**7. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)**

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**8. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)**

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- C. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of KALAMAZOO
- D. and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- E. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**9. Prohibition on certain telecommunications and video surveillanceservices or equipment (Huawei and ZTE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
- I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - II. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**10. Buy USA - Domestic Preference for certain procurements using federal funds.**

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 11. Procurement of Recovered Materials:** (applies only if the work involves the use of materials)
- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
    - I. Competitively within a timeframe providing for compliance with the contract performance schedule;
    - II. Meeting contract performance requirements; or
    - III. At a reasonable price.
  - B. Information about this requirement, along with the list of EPA - designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive> procurement-guideline-cpg-program.
  - C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**12. Publications.**

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

**13. Increasing Seat Belt Use in the United States.**



Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

**14. Reducing Text Messaging While Driving.**

Pursuant to Executive Order 13513, 74FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

**Additional Federal Regulations Applicable to ARPA (is hereby incorporated by reference):**

1. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200**, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. **Universal Identifier and System for Award Management (SAM)**, 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference
3. **Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170**, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. **OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)**, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. **Recipient Integrity and Performance Matters**, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. **Governmentwide Requirements for Drug-Free Workplace**, 31 C.F.R. Part 20.
7. **New Restrictions on Lobbying**, 31 C.F.R. Part 21.
8. **Uniform Relocation Assistance and Real Property Acquisitions Act of 1970** (42 U.S.C. §§ 4601-4655) and implementing regulations.
9. **Generally applicable federal environmental laws and regulations.**

**Statutes and regulations prohibiting discrimination applicable to ARPA awards include, without limitation, the following:**

1. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)** and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.)**, 4 which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. **Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)**, which prohibits

discrimination on the basis of disability under any program or activity receiving federal financial assistance;

4. **The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)**, and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

**Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.)**, which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

# Federal Lobbying Certification

***This form is required to be signed by all contractors of the subrecipient only for purchases of more than \$100,000 -***

## 31 CFR Part 21- New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#). "Disclosure Form to Report Lobbying," in accordance with its instructions .
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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

\_\_\_\_\_  
Signature of Contractor's authorized official

\_\_\_\_\_  
(Print name and title of person signing)