

# CITY OF PAWTUCKET

## REQUEST FOR QUALIFICATIONS



**Bid #26-014**

**Moshassuck River Urban Restoration Study**

03/23/2026

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## 1.0 - Bid/Solicitation Information

### Schedule

Pre- Proposal Conference:  No  Yes

Requests for Further Information:

April 02, 2026 @ 4:00 PM

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

Kyle McElroy, Urban Resiliency Manager

E-mail: [kmcelroy@pawtucketri.gov](mailto:kmcelroy@pawtucketri.gov)

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:

April 9, 2026 at 12:00 PM

**Late submittals will not be considered.**

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

Pawtucket City Hall - Purchasing Office

137 Roosevelt Avenue

Pawtucket, RI 02860

**Sealed proposals will be opened on April 9, 2026 at 4:00 PM at a scheduled Purchasing Board Meeting at 100 Freight Street, Pawtucket, RI**

### Bonds/Surety Required

Bid Bond:  No  Yes

Fidelity Bond:  No  Yes

Performance and Payment Bond:  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 of Purchase.

The City of Pawtucket reserves the right to accept or reject any or all bids, 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. Proposals 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 responsibility of the respondent to carefully review this Request for Proposals and all associated specifications, instructions, terms, and conditions, and to comply fully with all stated requirements. 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 SOQ.
- All costs associated with developing or submitting a SOQ 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 SOQ deadline established for this RFQ, changes may be made to a SOQ already received by the City if that respondent makes a request to the Purchasing Agent, in writing, to do so. No changes to a SOQ shall be made after the RFQ deadline.
- SOQs 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 SOQ deadline.
- The respondent has full responsibility to ensure that the SOQ 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. SOQs arriving after the deadline may be returned, unopened, to the respondent, or may simply be declared non-responsive and not subject to evaluation, at the sole discretion of the Purchasing Agent. **For the purposes of this requirement, the official time and date shall be that of the time clock in the City of Pawtucket's Purchasing Office.**
- At the time and place fixed for the opening of SOQs, the Owner will cause to be opened and publicly read aloud every SOQ received within the time set for receiving SOQs, irrespective of any irregularities therein. Respondents and other persons properly interested may be present, in person or by representative.
- It is intended that an award pursuant to this Request will be made to a prime Consultant, who will assume responsibility for all aspects of the work. Joint venture and cooperative SOQs will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the respondent's SOQ, and the subcontractor(s) proposed to be used are identified in the SOQ.
- Respondents are advised that all materials submitted to the City of Pawtucket for consideration in response to this Request for SOQs 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 SOQs. No such error or omission shall diminish the vendor's obligations to the City.
- The City reserves the right to reject any or all SOQs, 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 SOQ 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.
- SOQs will be opened publicly at a regularly scheduled purchasing board meeting, the date of which is the same as the RFQ submission deadline provided in Section 1.0, or that specified in an addendum to this document.
- 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 SOQs will be given consideration. Every interpretation made to a Respondent will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Owner at least five days before SOQs are opened. In addition, all Addenda will be e-mailed to each person holding Contract Documents, but it shall be the Respondent's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Respondents shall be bound by such Addenda, whether or not received by the Respondents.
- Each Respondent shall, upon request of the Owner, submit a detailed financial statement on a form furnish by the Owner for that purpose. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Respondent to perform his obligations under the Contract and the Respondent shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any SOQ 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.
- Responding firms shall strive to meet the Minority-Owned Business Enterprise (MBE) / Woman-Owned Business Enterprise (WBE) requirements listed in RIGL § 37-14.1: that fifteen percent (15%) of the dollar value of the work performed be by an MBE or WBE, or that a waiver from this requirement is obtained from the Rhode Island Department of Administration through a written request.

## **3.0 - Overview**

The City of Pawtucket is seeking Statements of Qualifications from qualified firms for a watershed planning study primarily focused on the reach of the Moshassuck River in Pawtucket to evaluate the existing site conditions, identify flood-prone areas, assess invasive species, recommend restoration and protection actions, and identify locations for public access.

### **Background/Problem & Need:**

The Moshassuck River (the River) is about 10 miles long and has a watershed of approximately 23 square miles. It flows from Lincoln to Providence, where it combines with the Woonasquatucket River and empties into Narragansett Bay. The watershed was industrialized since at least 1675, and by the early 20th century, more than 100 mills lined its banks. Over time, the industrialization and discharges from a combined stormwater and sanitary system have severely degraded the River, increased localized flooding and prevented recreational opportunities. The River also has riverbanks overgrown with invasive species, threatening native plant species and ecosystem resilience in the face of climate change. These are on-going challenges for the broader Moshassuck River watershed, with disproportionate effects on the highly urbanized and Environmental Justice communities of Pawtucket, Providence, and Central Falls. Furthermore, the increasing frequency of high intensity precipitation events that are becoming the norm in Rhode Island is causing flooding events that damage public and private property and strain the stormwater drainage system within this highly urbanized watershed.

### **Purpose**

The outcome of this project will be a comprehensive watershed strategy to improve resilience, expand public access, and enhance ecological conditions within the Moshassuck River corridor. The project will include a structured community engagement process, consisting of neighborhood workshops to present findings, solicit feedback, and incorporate community priorities into recommended actions.

## 4.0 - Scope of Work

The proposed project will support ongoing City of Pawtucket efforts to address climate and ecological resilience challenges in the Moshassuck River watershed. This project proposal involves the City procuring engineering consulting services for a formal planning project that includes conceptual designs and development of an Implementation Plan for future phases. This project is expected to require a 12-month period and will utilize a substantial dataset of existing information (i.e. land use, impervious cover, stormwater infrastructure, environmental resources, climate, geological, geographical, and water quality data) for the Moshassuck River. The focus will be on the Pawtucket reach of the Moshassuck River but may address, as appropriate, conditions upstream and downstream. The City of Pawtucket and its consultant will supplement this data with additional information to conduct an updated assessment of existing conditions, which will be used to develop actions that improve the watershed, including ecological conditions. This supplemental data may include windshield surveys and site reconnaissance, an inventory of invasive species, verification of conditions, and more. The City of Pawtucket and its consultant will also evaluate future precipitation data, such as the National Oceanographic and Atmospheric Administration (NOAA) Atlas 14, and reference Federal Emergency Management Agency (FEMA) floodplain mapping, Environmental Resource mapping from the Rhode Island Department of Environmental Management (DEM), the Rhode Island Coastal Resources Management Council (CRMC) Metro Bay and Narragansett Bay Special Management Plans, and relevant municipal plans and studies (e.g. hazard mitigation plans, community comprehensive plans, watershed studies, etc.). The assessment and Implementation Plan will take into account increasing storm magnitudes and will anticipate mitigation of the 200-year storm.

The City of Pawtucket and its consultant will assess the existing conditions and impacts to prioritize actions to address them and improve the Moshassuck River watershed. The collected data will be analyzed to identify options for stormwater best management practices (BMPs), reduction in impervious cover, illicit discharge detection and elimination (IDDE) actions, riparian restoration, management/removal of invasive species, and other actions. Public input will be required to identify and prioritize implementation actions. Additional site investigations may be needed to evaluate soil suitability and flag wetland and property edges, as needed. Alternatives will be evaluated, and an Implementation Plan will be developed with consideration for future changes in climate and regional precipitation patterns to promote the implementation of nature-based solutions that enhance long-term climate resilience in addition to restoring riparian habitat. These alternatives and plan will also be developed in a manner that considers public access to the Moshassuck River. This can include providing access to restored riverbank from existing public rights-of-way and identifying opportunities for future development of public access.

Following public input, the Implementation Plan developed by this project will identify specific action items and projects that can be funded through a multitude of additional sources. Project success will be measured by the development of a Draft RFQ and scope of work subject to DEM review and approval, completion of the RFQ process to procure engineering consulting services, attendance at the neighborhood workshops, and the successful completion of project deliverables, including an existing conditions technical memorandum, concept designs, and Implementation Plan. After completion of this grant, the City will work to secure other sources

of funding to support the permitting and implementation of the recommended practices. Addressing ongoing water and ecological quality of the watershed and improving opportunities for residents is a priority for the City. The City has a long and successful track record of securing State and Federal funding and anticipates many sources will be available for specific projects, including Southeast New England Program (SNEP) programs, FEMA, CDBG, RIDEM, RI Infrastructure Bank (RIIB), and other programs.

## **Project Objectives**

### **Objective #1: Formation of Project Advisory Committee**

The City of Pawtucket will form an advisory committee to assist and guide the project, including representatives from the City and consultant, watershed organizations, and DEM.

The consultant shall support the formation of the Advisory Committee, including assisting with stakeholder identification and outreach. The consultant will be responsible for developing meeting agendas and materials, scheduling and facilitating committee meetings, and documenting proceedings. The consultant shall prepare and distribute meeting summaries and formal meeting notes following each session, including action items and next steps.

*Deliverable(s): Roster of Project Advisory Committee members, schedule of meetings, and meeting notes.*

### **Objective #2: Assessment of Existing Conditions**

#### a) Desktop Analysis and Mapping

The consultant shall compile, review, and analyze existing datasets, aerial imagery, and historical property documentation to assess current and historical conditions along the Pawtucket reach of the Moshassuck River. At a minimum, the analysis shall include preparation of maps and summaries addressing:

- Land use/impervious cover map
- Available water quality data (summary and trends)
- Estimated (general) extent of wetlands
- Stormwater drainage and outfalls
- Wastewater discharges, including Combined Sewer Overflow outfalls
- Identification of areas that are significantly impacted by invasive species
- Identification of potential sources of contamination from current/historical land use

#### b) Supplemental Field Survey:

Using the results of Objective 2(a) to prioritize areas with likely significant impacts, the selected consultant will conduct field surveys along the Moshassuck River to confirm and/or characterize those conditions. Field activities may include, but are not limited to:

- Field assessments of invasive plants (i.e. aquatic, riparian) to determine species composition and extent of coverage
- Documentation of stormwater outfalls to address data gaps and/or evidence of illicit discharges
- Conducting test pits at select locations to evaluate soil conditions and infiltration rates

c) Assessment and Documentation:

The consultant shall synthesize findings from the desktop and field analyses to identify and categorize key issues and concerns, and utilize a spreadsheet or table that ties key factors or impacts (i.e., stormwater management, water quality, flooding, resiliency, habitat restoration, etc.) to the issues. The existing conditions will be summarized in a technical memorandum submitted for review and comment by the advisory committee before being finalized.

*Deliverable(s): Draft technical memorandum that summarizes the existing conditions analysis and the field surveys, including methodologies and outputs (e.g. maps, data files) and details environmental concerns and identifies existing and potential future potential public access locations.*

*All GIS data and associated files shall be provided in electronic format compatible with the City's system.*

**Objective #3: Stakeholder engagement**

The consultant shall plan, coordinate, and facilitate stakeholder engagement activities to present findings from Task 2 and solicit input on watershed vulnerabilities and potential nature-based solutions within the Moshassuck River corridor.

Engagement efforts shall:

- Present environmental, ecological, and stormwater findings from the existing conditions assessment
- Solicit feedback on neighborhood-specific vulnerabilities
- Identify community priorities and preferences for potential nature-based solutions
- Ensure meaningful participation from Environmental Justice communities in Pawtucket, Central Falls, and Providence

The consultant shall organize and facilitate a minimum of three (3) public workshops during the project period. One (1) workshop shall focus specifically on presentation and discussion of the Draft Implementation Plan (see Objective 5).

Responsibilities shall include:

- Development of meeting agendas, presentations, and materials
- Coordination of meeting logistics
- Facilitation of discussions
- Documentation of feedback and preparation of meeting summaries

Translation and interpretation services shall be provided by an experienced subconsultant to support real-time interpretation at public meetings and translation of written materials, as needed based on community language needs. This task shall be coordinated jointly by the City of Pawtucket and the consultant.

*Deliverable(s):*

- *Agendas, presentation materials, and handouts for three (3) public workshops*
- *Meeting summaries documenting stakeholder input*
- *Translated materials and interpretation services, as required*

**Objective #4: Conceptual Design Development**

The consultant shall recommend a limited number of actions to progress to conceptual designs and, as directed by the City, develop conceptual designs (10-30%) to address stormwater management, flooding, invasive species management, and ecological restoration challenges to the Moshassuck River. The potential solutions will be ranked based on priority, feasibility, cost, and impact.

Conceptual design development shall occur concurrently with Objective 3 (Stakeholder Engagement). The consultant shall use input received during public workshops to iteratively inform and refine conceptual alternatives throughout the engagement process.

The consultant shall:

- Rank potential solutions based on priority, feasibility, cost, and anticipated impact
- At three (3) priority locations, develop up to three (3) conceptual alternatives per location
- Refine the selected alternative at each location following Advisory Committee review and comment
- Identify additional investigations necessary to support feasibility and future design phases

*Deliverable(s):*

- *Draft conceptual alternatives (up to three per site) for three (3) priority locations*
- *Evaluation matrix ranking alternatives by impact, feasibility, and cost*
- *Refined conceptual design for one (1) selected alternative at each location*

**Objective #5: Implementation Plan**

The consultant shall prepare a comprehensive Implementation Plan that outlines a coordinated strategy to address identified watershed challenges. The Plan shall build upon findings and recommendations developed in Objective 2, 3, and 4.

The Implementation Plan shall:

- Rank proposed solutions based on feasibility, cost, and impact.
- Identify potential phasing and estimated implementation timeframes for proposed solutions.
- Outline anticipated permitting requirements and regulatory considerations for proposed solutions.
- Provide planning-level cost estimates for proposed solutions.

A Draft Implementation Plan shall be submitted to the Advisory Committee for review and comment. Following incorporation of feedback, the consultant shall finalize the document in coordination with the City for submission to the Rhode Island Department of Environmental Management (DEM) for review and approval.

*Deliverable: Draft and Final Implementation Plan*

This project is anticipated to be completed within 12 months of project initiation.

## **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 those outlined in the attached General Terms and Conditions of Purchase.

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

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.

The selected consultant shall comply with the insurance requirements set forth in Appendix B, Section 30. All coverage limits, endorsements, and certificate requirements identified therein shall apply to this RFQ.

## **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 attorneys fees, that may incur due to Releasors use of or presence in and on City of Pawtucket property; and (b) any and all legal actions, including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which relate to or arise out of Releasors use of or presence in and on City of Pawtucket property.

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

The duty to indemnify and/or hold harmless the City of Pawtucket shall not be limited by the insurance required 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 - Proposal Content and Organization

All proposals must include the forms supplied in Section 11.0 and shall be subject to all requirements of the Contract Documents, including these instructions to Respondents. All SOQs must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the SOQ Form by the Respondent. The Owner may consider as irregular any SOQ on which there is an alteration of or departure from the Forms hereto attached and at its option may reject the same.

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 length of time the company has occupied its present address, the size of the company (including the number of employees and locations), and, if applicable, certifications or licenses that demonstrate the Respondent's legal authority and/or competency to render the service(s) requested per this RFQ.

Respondents must identify any subcontractors to be used in the performance of any work contracted under this RFQ, including their name(s), contractor license #, address and phone number, and specific description of the subcontracted work to be performed.

All documents comprising the SOQ shall be enclosed in a sealed envelope which shall be clearly labeled with the words, "**Moshassuck River Urban Restoration Study, SOQ #\_\_\_\_\_**", as well as name of Respondent, and date of SOQ opening. All SOQ Forms must be signed.

Two (2) copies of your SOQ, one (1) original and one (1) digital copy (contained on a compact disc, flash drive, or similar media) must be submitted at the time of submission. *No bindings other than metal clips are to be used for original copy.* SOQs must be organized as follows:

- Letter of Transmittal (optional and not to exceed 2 pages)
- SOQ Form
- All licensing and proof of insurance
- Company overview
- Summary of Respondent's Experience, including:
  - Identification of proposed project team members, and the services they will perform in support of the project. Provide resumes of team members, indicate which team member will serve as the Project Manager and City's primary point of contact, and explain how each member's background is applicable to his or her assigned role.
  - Detailed description of projects the company has delivered that are similar to the project described in this RFQ. Identify which, if any, of the proposed project team members have participated in these projects. References listed on the SOQ Form must align with the projects described in this section of the proposal.
- Summary of Respondent's understanding of the Project and approach to meeting the objectives and requirements outlined in this RFQ, particularly Sections 3.0 and 4.0. This summary must note any and all additions, deletions, and exceptions, if any, that you are taking to any portion of this RFQ. If not addressed specifically, the City of Pawtucket assumes that the vendor will adhere to all terms and conditions listed in this RFQ.
- Flash drive submissions: Please consolidate all sections into one file before saving

## 9.0 - Evaluation Criteria

The evaluation of SOQs will be conducted in a time frame convenient to the City. If the Contract is awarded, it will be awarded by the Owner to a responsible Respondent on the basis of the criteria outlined in this section.

The City of Pawtucket reserves the right to accept or reject any or all SOQs, and to otherwise act in its best interest including, but not limited to, directly negotiating with any Vendor who submits a SOQ in response to this RFQ and to award a contract based upon the results of those negotiations alone. The City reserves the right to consider as unqualified to do the work outlined herein any Respondent who does not habitually perform with his or her own forces the major portions of the work involved in this Contract.

Further, the City reserves the right to waive irregularities it may deem minor in its evaluation.

SOQs 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 elect to require presentation(s) by vendors in consideration for award.

SOQs will be evaluated in three (3) phases:

1. The first phase is an initial review to determine if the SOQ, as submitted, is complete. To be complete, a SOQ must meet all the requirements of this RFQ.
2. The second phase is an in-depth analysis and review based on criteria below and their associated weights.

<u>Evaluation Criteria</u>	<u>Importance</u>
Experience/Qualifications	65%
Project Approach	35%

3. The third is a comparison of each SOQ's weighted evaluation relative to the costs proposed during negotiations that may be undertaken following the Owner's evaluation.
4. From this analysis, a short list of no more than three Respondents will be created;
5. Negotiations will be conducted with the top ranked firm. If negotiations are not successful, then negotiations will be conducted with the next-highest-ranked firm, and so on until an agreement is reached.

In the event that the City requires further information and/or a demonstration of any equipment or process offered in any proposal, all vendors asked for same will do so at no cost to the City.

## **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

### 26-014– Moshassuck River Urban Restoration Study

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

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

(Include Name, Address and Telephone No.)

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Name and remittance address that will appear on invoices:

Physical address of business:

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#### 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.

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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:

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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 to this RFQ noted therein have been considered.

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

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

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

#### References

Please list at least 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: \_\_\_\_\_

Proposal Form Signatures

The Corporate Seal of

---

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

was hereunto affixed in the presence of:

---

(Authorized signing officer)      (Title)      (Seal)

---

(Authorized signing officer)      (Title)      (Seal)

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.

**NON-COLLUSION AFFIDAVIT OF PRIME CONSULTANT**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_ ,  
being first duly sworn, deposes and says that;

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

of

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

(2) S/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 any element of the attached Proposal or 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

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

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

Subscribed and sworn to before me

This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

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

**CERTIFICATE OF COMPLIANCE WITH TAX LAWS**

I, \_\_\_\_\_ of \_\_\_\_\_,  
*(principal)* *(corporation)*

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

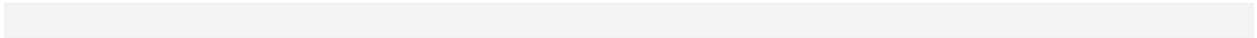
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

END OF SECTION



**ANTI-KICKBACK ACKNOWLEDGMENT**

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

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

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY

Title of RFQ:

\_\_\_\_\_

## Appendix B

### CITY OF PAWTUCKET GENERAL TERMS AND CONDITIONS OF PURCHASE

#### *Preamble*

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

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

All City of Pawtucket purchase orders, contracts, solicitations, delivery orders and service requests shall incorporate and be subject to the provisions of all applicable Rhode Island General Laws 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:

- a. "bid" and "proposal," both of which refer to an offer to provide specified goods and services, as defined herein.
- b. "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.
- c. "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 engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer 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 guarantees:

- 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.

**CONTRACT AGREEMENT  
FOR:**

**PROJECT\_TITLE**



**PAWTUCKET, RHODE ISLAND**

PURCHASING DIVISION  
137 ROOSEVELT AVE.  
PAWTUCKET, RHODE ISLAND

MM/DD/YYYY

**CONTRACT AGREEMENT**

**PROJECT\_TITLE**  
Pawtucket, Rhode Island

**1. AGREEMENT FOR SERVICES**

This Agreement for Services (hereinafter the "Agreement" or "Contract") made this ##th day of #####, 2015 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 VENDOR, a company authorized to do business in the State of Rhode Island, with a business address of ##### (hereinafter the "Consultant").

**2. SCOPE OF CONSULTANT SERVICES**

This is a contract to provide the City with consulting services as specified herein and as set forth in the following Exhibits, all of which are attached hereto and incorporated into this Agreement by reference herein:

- Exhibit 1 – RFP #####;
- Exhibit 2 – Rhode Island Department of Labor and Training Municipal Contract Addendum;

and all addenda issued and any resulting negotiations, and the RFP response received by the City from the Consultant.

**3. COMPENSATION FOR SERVICES**

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

\$#####

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 Consultant 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:

Andrew Silvia, PE, Chief of Project Development  
250 Armistice Boulevard  
Pawtucket, RI 02860

If to the Consultant:

#####

**6. COMPLIANCE WITH LAWS**

Consultant 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 Consultant shall complete the consulting services 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 Consultant shall be deemed to imply or to constitute a waiver of any prior or succeeding breach; and the failure of City or Consultant 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 Consultant's right to thereafter enforce any such default, or any term, covenants, agreement or condition.

**CONSULTANT (VENDOR)**

\_\_\_\_\_  
WITNESS

Subscribed and sworn to before me in the \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

**CITY OF PAWTUCKET**

\_\_\_\_\_  
WITNESS

Subscribed and sworn to before me in the \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

