

***CITY OF CENTRAL FALLS***

**BOARD OF CANVASSERS**

**REQUEST FOR PROPOSALS**

|  |
| --- |
| **Sealed Bid 2021-0013** |
| **COUNCILMANIC REDISTRICTING** |

Issue Date: Friday, December 10, 2021

The submission deadline for proposals is Friday, January 7, 2022 at 1pm

Questions can be sent to Jahaira Rodriguez, Purchasing Agent, at

jrodriguez@centralfallsri.us

******

City of Central Falls

**Sealed Bid 2021-0013**

**Councilmanic Redistricting**

## Contents:

1.0 Bid/Solicitation Information

2.0 Instructions and Notifications to Bidders

3.0 Overview

4.0 Scope of Work

5.0 Insurance

6.0 Acknowledgement of Risk and Hold Harmless Agreement

7.0 Additional Insurance Requirements

8.0 Proposal Content and Organization

9.0 Evaluation Criteria

10.0 Miscellaneous

11.0 Bid Form

Appendix A: Anti-Kickback Acknowledgement

Appendix B: City of Central Falls Purchasing Rules and Regulations and Terms and Conditions of Purchase

Appendix C: Sample of Street File

|  |
| --- |
| **1.0 - Bid/Solicitation Information** |

***Schedule***

*Pre-Bid/Proposal Conference:***x**  No  Yes

*Requests for Further Information Deadline:*

December 17th, 2021, by 10:00 AM

Requests for information or clarification must be made electronically to the attention of: Jahaira Rodriguez – Purchasing Clerk

E-mail: **jrodriguez@centralfallsri.****us**

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

*RFP Submission Deadline:*

January 7, 2022, by 1:00 PM

***Late Proposals will not be accepted***

Proposals must be mailed or hand-delivered in a sealed envelope **marked with the RFP/Bid # and Project Name to:**

## Central Falls City Hall - Purchasing Office 580 Broad Street

Central Falls, RI 02860

***Bonds/Surety Required***

*Surety Bond:***x** No  Yes

## The Bidder is required to provide a bid surety in the form of a bid bond or certified check payable to the City of Central Falls in an amount not less than five percent (5%) of the bid price.

*Fidelity Bond:* **x** No  Yes

*Performance Bond:***x** No  Yes

## The successful bidder will be required to furnish all insurance documentation as outlined in the attached Purchasing Rules & Regulations and General Terms & Conditions of Purchase.

***Miscellaneous***

The bid process and resulting contract are subject to the Rules and Regulations and General Terms and Conditions of Purchase. Submission of a bid in response to this solicitation is acknowledgment and acceptance of these Rules and Regulations and General Terms and Conditions of Purchase.

The City of Central Falls reserves the right to award based on cost alone, 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 RFP 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 Central Falls may, at its sole option, elect to require presentations(s) by bidders clearly in consideration for an award.

***\*\*PLEASE NOTE****: This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award. This information is* ***NOT*** *requested to be provided in your initial bid by design.*

***All bids submitted to the City Clerk become public record.*** *Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City’s Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.*

|  |
| --- |
| **2.0 – Instructions and Notifications to Bidders** |

* It is the vendor's responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances, and regulations, and meet 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.
* *Receipt and Opening of Proposals:* Sealed bids (proposals) will be accepted in the office of the Purchasing Agent, City Hall, Central Falls, Rhode Island, until the time indicated on the attached advertisement for bids, for the commodities, equipment, or services listed in the specifications, and will be then publicly opened and read at the prescribed time in the City Hall Council Chambers.
* 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 bidder. The City of Central Falls assumes no responsibility for these costs.
* Form of Bid proposals shall be submitted in duplicate, with supplemental information, drawings, warranties and other required documentation, literature, and material to be provided, with the bid.
* *Submission of Bids:*
1. Envelopes containing bids must be sealed and addressed to the Purchasing Agent, City Hall, 580 Broad Street, Central Falls, RI 02863 and must be marked with the name and address of the bidder, date and hour of opening, and name of bid item.
2. The Purchasing Agent will indicate in the advertisement when the bids will be opened, and no bid received thereafter will be considered.
3. Any bidder may withdraw his bid by written request at any time before the advertised the time for opening. Telephone bids, amendments, or withdrawals will not be accepted.
4. Unless otherwise specified, no bid may be withdrawn for thirty (30) days from time of bid opening.
5. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
6. Proposals received before the time opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.
7. Any deviation from the specifications must be noted in writing and attached as a part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.
* A submittal may be withdrawn by written request to the Purchasing Agent by the proposer prior to the stated RFP deadline.
* Prior to the proposal deadline established for this RFP, changes may be made to a proposal already received by the City if that vendor makes a request to the Purchasing Agent, in writing, to do so. No changes to a proposal shall be made after the RFP deadline.
* Proposals are 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 vendor must provide objection through a question and/or complaint to the Purchasing Agent prior to the proposal deadline.
* All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
* *Rhode Island Sales Tax:* The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended.
* *Federal Excise Taxes:* The City is exempt from the payment of any excise tax or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.
* *Qualifications of Bidders:* The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the City with all such information and data for the purpose as may be requested.
* *Addenda and Interpretations:* No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any bidder orally. Every request for such interpretations should be in writing addressed to the City of Central Falls, Office of the Purchasing Agent, 580 Broad Street, Central Falls, RI 02863 and to be given consideration must be received at least seven (7) days before the date fixed for the opening of the bids.

All questions pertaining to the specifications or proposal procedure should be first directed to the Purchasing Agent. Where information from the Purchasing Agent differs from information from any other source, the information from the Purchasing Agent prevails. The City is not responsible for information obtained from any other source.

* *Delivery:* All bids are to be FOB to the City Clerk’s Office, delivery to be supplied with the Purchase Order. No extra charges for delivery, handling, or other services will be honored. Only inside delivery and set-up, where required, will be accepted. TAILGATE DELIVERIES WILL BE REFUSED. The vendor must notify the City of Central Falls 24 hours before delivery. All claims for damage in transit shall be the responsibility of the successful bidder. The City will not make payment on damaged goods, they must be replaced or adjustments made at the option of the City. The City of Central Falls is only represented by the Purchasing Agent in these matters and that division, or its appointed representative or agent shall be the only entity to negotiate any settlements. Deliveries must be made during normal working hours.

Bid price, where applicable, is to include the cost of uncrating and setting in place. The bid price, where applicable, is to include installation.

* The vendor 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 the response by the due date. Proposals arriving after the deadline may be returned, unopened, to the vendor, 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 Central Falls’ Purchasing Office.
* It is intended that an award pursuant to this Request will be made to a prime contractor, 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 bidder's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.
* Bidders are advised that all materials submitted to the City of Central Falls for consideration in response to this Request for Proposals 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.

* Vendors 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 RFP shall become the property of the City of Central Falls upon delivery to the Purchasing Agent.
* *Bid Security:* Each bid must be accompanied by a bid security in the form of a certified check, cashier’s check, treasurer’s check, or bid bond in the amount of five (5%) percent of the total bid.
* *MBE/WBE Compliance:*  Each bid must contain documentation on how the bid will seek in good faith to include a minimum of 25% MBE or WBE participation. *Please note:* MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.
* *Award of Bids:* The City reserves the right to award to a qualified vendor, as determined by the purchasing agent, the relevant department directors, and the purchasing board. The City reserves the right to award in whole or in part.
* *Hold Harmless:* The contractor shall be responsible for his work and every part thereof, and all materials, tools, appliances, and property of every description used in connection therewith. The contractor agrees to indemnify and save harmless the City of Central Falls, its employees, and agents, against loss or expense because of the liability imposed by law upon the contractor, all sub-contractors, or owner for damage because of bodily injuries, including the person or persons or on account of damage to property arising out of or in consequence of the performance of this work whether such injuries to persons or damage to property are due or claimed to be due to any negligence, including gross negligence, of a sub-contractor, the owner, the general contractor, his or their employees or agents, or any other person.
* The city asks that companies refrain from requesting proposal information concerning other respondents 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

|  |
| --- |
| **3.0 - Overview** |

The Central Falls Board of Canvassers & Registrations is seeking proposals from qualified consulting firms for election data services to redistrict/reapportion the Council lines as well as the Voting District lines for the City of Central Falls.

Respondents must have prior experience in the redistricting/ reapportioning process. Prior experience will be weighed heavily in evaluation.

|  |
| --- |
| **4.0 – Scope of Work** |

In accordance with relevant city, state and federal laws, the City of Central Falls (City) shall realign the five (5) wards of the city of Central Falls to create five as nearly equal in voting population as possible.

Bidders should be familiar with all applicable state and local election laws.

Bidders must have experience with previous redistricting projects in communities of similar size as the city of Central Falls (population per 2020 census.

All bidders must certify that the proposal submitted is compatible, where applicable, with the existing voter management system Central Voter Registry System (CVRS) currently in use in the City of Central Falls’ Board of Canvassers office.

***Requirements***

The successful bidder must have the ability to provide mapping software, geographic, demographic, and election databases to redraw The City of Central Falls council and voting district lines.

The software proposed for this project must be the same or similar to that was acquired by the general assembly for legislative redistricting.

The successful bidder must be able to generate maps and reports and present proposed plans at city council meetings and public hearings as required.

***Scope Details***

The selected bidder shall:

*DEVELOPMENT OF WARD BOUNDARIES:*

1. Develop a set of data detailing Census by block and ward showing total population and population by race and ethnicity categories using the Census National Redistricting Data Summary File PL 94-171. Where possible, prepare comparisons between the 2010 and the 2020 Census for blocks, wards and precincts.
2. Provide racial bloc voting analysis and a study to define “communities of interest,” as called for by the United States Supreme Court. The study shall analyze election and demographic data to identify voting patterns among racial, ethnic, and language minority groups to determine if voting is polarized by these factors. The selected consultant shall provide the analysis in writing and online, interactive maps and shall advise the Committee on ward effectiveness by determining the proportion of populations necessary for racial, ethnic, and language minorities to elect candidates of choice.
3. Create online, interactive maps that include current and proposed ward boundaries as well as 2020 Census blocks, each colored and outlined in a distinct manner. These interactive maps will be able to be shared via an embeddable weblink. Each map layer shall be able to be easily turned off or on to enable a reviewer to determine differences between whichever layer they choose.
4. Analyze data, in light of 2020 Rhode Island Senate and Representative district lines and United States Congressional district lines and recommend to the Committee approaches, in accordance with Section 204 of the City Charter, for redistricting using online and interactive maps and graphics and written reports.
5. Meet with the Committee to discuss multiple options for redistricting using online, interactive maps and graphics to highlight differences in options. This may consist of several meetings.
6. If any Census blocks are to be split due to the creation of any boundary, the Consultant shall show this on an interactive map, provide a list of any split Census blocks, and a provide a written rationale for splitting any blocks.
7. Provide web-based hyperlinks to all versions of online, interactive maps that will be placed on the Central Falls Ward Boundary Committee website for public viewing.
8. Revise recommendations based on meeting(s) with Committee and prepare revised redistricting report showing online, interactive maps and graphic and in report form multiple redistricting proposals.
9. Attend a minimum of four public neighborhood committee meetings to discuss redistricting proposals with committee and the public, prior to finalizing ward boundary lines; the first public committee meeting will be a review of changes in the neighborhoods and how we plan to approach the redistricting process.
10. Make redistricting report, including graphics and online, interactive, non-pdf maps that allow viewers to drill down to see details of proposed boundary lines, available online for public consumption and comment prior to the public committee meetings.
11. Make additional revisions to redistricting report made by the committee, including online, interactive graphics and maps, available online for public consumption and comment throughout the redistricting process.
12. Adhere to the guiding principles set forth by the 2020 Central Falls Committee on Ward Boundaries.
13. Provide expert advice and analysis to the Committee as it determines which redistricting proposal to select.
14. Revise selected redistricting proposal based on Committee changes made as a result of the public meetings and online public comment.
15. Prepare and submit to Committee, the redistricting ordinance and written report of findings and reasons for adoption which includes notation of all criteria employed in the process and a full analysis and explanation of decisions in accordance with the directions of the City Solicitor and the requirements of City Charter.
16. Attend and present the redistricting proposal at the Council Public Hearing on redistricting.
17. Be available, upon request of the City Council, to present to the United States Department of Justice or any other relevant government entities or officials any information concerning the respondent’s work products related to this contract, including methodologies employed.

*DEVELOPMENT OF VOTING PRECINCT BOUNDARIES:*

The selected consultant shall:

1. Prepare street index file based on revised district lines.
2. Work with Central Falls Board of Canvassers to develop Central Falls voting precincts and polling locations in alignment with updated districts.

***Approach***

All bidders shall describe at a minimum:

1. Approach to completing the project.
2. Services to be provided including material to be supplied (software used, maps, reports, etc.), meetings
3. attended.
4. Project staffing and organization.
5. Experience with federal voting regulations, including the Voting Rights Act of 1965, and the ability to advise
6. the Committee on legal implication of redistricting options.
7. Qualifications and supporting documentation.
8. Proposed fees

Bidder must be agreeable to extend payment due date into the next fiscal year, if necessary.

|  |
| --- |
| **5.0 – Insurance** |

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

The amounts of insurance shall be not less than $1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

The City of Central Falls shall be named as additional insured on the vendor's General Liability Policy.

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 Central Falls 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 Central Falls, 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 Central Falls 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 Central Falls 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 Central Falls property.

The Releasors acknowledge the risks that may be involved, and hazards connected with the use of or presence in and on City of Central Falls property but elect to provide services under any contract with the City of Central Falls 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 Central Falls 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 Central Falls shall not be limited by the insurance required under the City of Central Falls Terms and Conditions of Purchase.

|  |
| --- |
| **7.0 – Acknowledgement of Risk & Hold Harmless Agreement** |

In addition to the insurance provisions in the City of Central Falls Terms and Conditions of Purchase, the liability insurance coverage, except Professional Liability, Errors and Omissions or Workers’ Compensation insurance required for the performance of a contract with the City of Central Falls shall include the City of Central Falls, 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:

1. Waiver of Subrogation waiving any right to recover the insurance company may have against the City of Central Falls; and
2. 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 Central Falls and that any insurance, self-insurance, or self-retention maintained by the City of Central Falls 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 Central Falls’ 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 Central Falls.

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

The City of Central Falls’ 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** |

Pricing must include all costs as specified in this solicitation. Pricing for this proposal must be indicated on the Bid Form in Section 12.0 and must be submitted in a sealed envelope marked with the words “Pricing Proposal”.

**All Bid Forms must be signed.**

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

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

Four (4) copies of your proposal, one (1) original and three (3) copies, must be submitted at the time of submission. Proposals must be in the following format:

1. Bid Form
2. 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 Central Falls assumes that the vendor will adhere to all terms and conditions listed in this RFP.

Submission of a proposal is acknowledgment and acceptance of the City of Central Falls’ Purchasing Rules and Regulations and General Terms and Conditions of Purchase.

|  |
| --- |
| **9.0 – Evaluation Criteria** |

The evaluation of proposals will be conducted in a time frame convenient to the city.

The City of Central Falls reserves the right to award on the basis of cost alone, accept or reject any or all proposals, and to otherwise act in its best interest including, but not limited to, directly negotiating with any Supplier who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Further, the City reserves the right to waive irregularities it may deem minor in its consideration of proposals.

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 Central Falls may elect to require presentations(s) by vendors in consideration for the award.

Proposals will be evaluated in three (3) phases:

* 1. The first phase is an initial review to determine if the proposal, as submitted, is complete. To be complete, a proposal must meet all the requirements of this RFP.
	2. The second phase is to check all the references as provided by the bidder.
	3. The third is an in-depth analysis and review based on the criteria below and their associated weights.

 Criteria Weight

Experience/Qualifications 25%

References 25%

Price 50%

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 the same will do so at no cost to the city.

|  |
| --- |
| **10.0 – Miscellaneous** |

Vendors shall always comply with all federal, state, and local laws, ordinances, and regulations and shall defend, indemnify, and save harmless the City of Central Falls 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 the same and will be so construed.

The City of Central Falls 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 bidder.

The City of Central Falls 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.

Any option may be excluded at the City's discretion.

The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds.

|  |
| --- |
|  |

****

**City of Central Falls**

**Councilmanic Redistricting 2021-0013**

**Bid Response**

|  |
| --- |
| **11.0 – Bid Form** |

|  |  |
| --- | --- |
| **Name of company:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Business Address:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Telephone:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Fax:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

|  |  |
| --- | --- |
| **Contact Person:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Email:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**Please complete:**

|  |  |  |
| --- | --- | --- |
| 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 bid 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 Central Falls, the State of Rhode Island, or any other jurisdiction?

Yes: No:

Have the City of Central Falls 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 Central Falls 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 Central Falls 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 Central Falls 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 bid.)

|  |
| --- |
|  |
|  |
|  |
|  |

Is your company bonded? Yes No

Please describe the nature and extent of all insurance coverage:

|  |
| --- |
|  |
|  |
|  |

*Addenda*

The following Addenda have been received. The noted modifications to the Bidding Documents have been considered and all costs are included in the Bid Sum.

Addendum #1, Dated:

Addendum #2, Dated:

Addendum #3, Dated:

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

Name of person authorized to submit proposal Signature

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

Title Date

**References:**

Please provide a minimum of three (3) client references.

**(1)**

|  |  |
| --- | --- |
| **Name:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Title:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Address:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Telephone #** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Email** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**(2)**

|  |  |
| --- | --- |
| **Name:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Title:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Address:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Telephone #** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Email** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**(3)**

|  |  |
| --- | --- |
| **Name:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Title:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Address:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Telephone #** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Email** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**(4)**

|  |  |
| --- | --- |
| **Name:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Title:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Address:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Telephone #** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Email** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

|  |
| --- |
| **12.0 – Bid Form** |

**Pricing Proposal**

**2021-0013**

**Having examined RFP # 2021-0014, we propose to enter a contract to perform services per the bid specifications for the costs listed below:**

|  |  |  |
| --- | --- | --- |
| **Item** | **Description** | **Price (Lump Sum)** |
| Data Preparation | Prepare 2010 and 2020 data for analysis | **$** |
| Initial Analysis forcompliance of existing boundaries | Load existing boundaries and comparepopulation from 2010 and 2020. Compute ideal population and maximum deviation | **$** |
| Preparation of three (3) alternate plans usingCensus 2020 Blocks | As per directions from the city. Includes Maps and Reports | **$** |
| One (1) on-site visit | Meetings with Committee & City Council, including preparation and travel. | **$** |
| Modifications | Make changes as recommended byCommittee / Council. Package price for up-to-10 changes | **$** |
| Preparation of final Maps and Reports | * Final Digital Maps as specified in Scope of Work.
* District Summary Report with demographics.
* Block Equivalency File / Street File
 | **$** |
|  | **Total** | **$** |
| Optional #1 | Each additional on-site visit | **$** |
| Optional #2 | Each additional plan | **$** |

**The undersigned hereby certifies that the proposal submitted is compatible, where applicable, with the existing voter management system Central Voter Registry System (CVRS) currently in use in the City of Central Falls’ Board of Canvassers office.**

**Bid Form Signature**

Bidder Name – Please Print

By: (Signature) (Name, please print)

Title: Date:

\*\*\*\*\* ***BID FORM MUST BE SIGNED \*\*\*\*\****

|  |
| --- |
| **Appendix A** |

**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 Central Falls 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 Central Falls 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 RFP:

ORIGINAL: AUGUST/2001 REVISED: APRIL/2006

|  |
| --- |
| **Appendix B** |

CITY OF CENTRAL FALLS

GENERAL TERMS AND CONDITIONS OF PURCHASE

*Preamble*

The City of Central Falls’ Purchasing Office may, from time to time, make amendments to the General Terms and Conditions when the City of Central Falls’ Purchasing Agent determines that such amendments are in the best interest of the City of Central Falls. Amendments shall be made available for public inspection at the Purchasing Office located in Central Falls 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 CENTRAL FALLS’S PURCHASING OFFICE GENERAL CONDITIONS OF PURCHASE**

All City of Central Falls purchase orders, contracts, solicitations, delivery orders and service requests shall incorporate and be subject to the provisions of Rhode Island General Laws 8-15-4 and the City of Central Falls purchasing rules and regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, the Central Falls 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 terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter contracts with the City of Central Falls, or with whom a contract is executed by the City of Central Falls’ Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

1. **ENTIRE AGREEMENT**

The City of Central Falls’ Purchase Order, or other City of Central Fall’s contract endorsed by the City of Central Falls’ Purchasing Office, shall constitute the entire and exclusive agreement between the City of Central Falls 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 Central Falls and any contractor pertaining to any award or contract shall be accomplished in writing.

* 1. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the City of Central Falls 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 Central Falls. 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 Central Falls 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 Central Falls to the contractors.
	2. No alterations or variations of the terms of the contract shall be valid or binding upon the City of Central Falls unless submitted in writing and accepted by the City of Central Falls Purchasing Agent. All orders and changes thereof must emanate from the City of Central Falls 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 Central Falls Purchasing Agent and may be disregarded.
	3. 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 Central Falls 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 Central Falls in accordance with other provisions stated herein.
	4. 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 Central Falls Purchasing Agent.
	5. 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 Central Falls Purchasing Office, and expressly accepted.
	6. 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 Central Falls, and agrees that later discovery by the City of Central Falls 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.
1. **SUBCONTRACTS**

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

1. **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 Central Falls, 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 Central Falls and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

1. **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 Central Falls will not reimburse any offeror for such costs.

1. **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.

* 1. The City of Central Falls 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.
	2. The City of Central Falls shall not accept quantities more than the specified quantity except where the item is normally sold by weight (where sold by weight, the City of Central Falls 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.
	3. 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 Central Falls, where determined by the City of Central Falls Purchasing Agent to be in the City of Central Falls’ best interest.
1. **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 Central Falls’ commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the City of Central Falls’ 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 Central Falls’ 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 Central Falls’ intent not to renew is served.

1. **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 Central Falls Purchasing Agent. The decision of the City of Central Falls 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.

1. **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.

1. **PRICING**

All pricing offered or extended to the City of Central Falls 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 Central Falls, 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.

1. **COLLUSION**

Bidder or contractor warrants that he has not, directly, or indirectly, entered into any agree 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.

1. **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 Central Falls for the purpose of obtaining any contract or award issued by the City of Central Falls. 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 Central Falls, except as shall have been expressly communicated to the City of Central Falls Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the City of Central Falls 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.

1. **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 Central Falls Purchasing Agent.

* 1. 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 Central Falls. The City of Central Falls reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.
	2. The City of Central Falls 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 Central Falls 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 Central Falls 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.
	3. 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 Central Falls may, at the option of the City of Central Falls, be
		1. rejected as being non-responsive, or
		2. set aside in favor of the City of Central Falls’ terms and conditions (with the consent of the bidder), or
		3. accepted, where the City of Central Falls Purchasing Agent determines that such acceptance best serves the interests of the City of Central Falls.

Acceptance or rejection of alternate or counteroffers by the City of Central Falls shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

* 1. 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.
	2. 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.
	3. The City of Central Falls Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.
	4. The City of Central Falls 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 Central Falls will be served by so doing.
	5. The City of Central Falls 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.
	6. Preference may be given to bids on products raised or manufactured in the City of Central Falls or State of Rhode Island, other things being equal.
	7. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
	8. The City of Central Falls Purchasing Agent reserves the right to act in the City of Central Falls’ best interests regarding awards caused by clerical errors by the City of Central Falls Purchasing Office.
1. **SUSPENSION AND DEBARMENT**

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

* 1. 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).

* 1. 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.
	2. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the City of Central Falls to a vendor or contractor then under a ruling of suspension or debarment by the City of Central Falls 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 Central Falls’ Purchasing Agent.
1. **PUBLIC RECORDS**

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

1. **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 Central Falls’ Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

* 1. Any objections to specifications must be filed by a bidder, in writing, with the City of Central Falls’ Purchasing Agent at least 96 hours before the time of bid opening to enable the City of Central Falls’ Purchasing Office to properly investigate the objections.
	2. All standards are minimum standards except as otherwise provided for in the Request or Contract.
	3. Samples must be submitted to the City of Central Falls’ 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.
	4. All samples submitted are subject to test by any laboratory the City of Central Falls’ Purchasing Agent may designate.
1. **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 Central Falls. The City of Central Falls reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the City of Central Falls’ option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

* 1. Failure by the City of Central Falls to discover latent defect(s) or concealed damage or non- conformance shall not foreclose the City of Central Falls’ right to subsequently reject the goods in question.
	2. Formal or informal acceptance by the City of Central Falls of non-conforming goods shall not constitute a precedent for successive receipts or procurements.
	3. Where the contractor fails to promptly cure the defect or replace the goods, the City of Central Falls 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.
	4. When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the City of Central Falls within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the City of Central Falls shall have the right to dispose of them as its own property.
1. **PRODUCT WARRANTIES**

All product or service warranties normally offered by the contractor or bidder shall accrue to the City of Central Falls’ benefit, in addition to any special requirements which may be imposed by the City of Central Falls. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the City of Central Falls may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

1. **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.

* 1. Payment terms other than the foregoing may be rejected as being nonresponsive.
	2. No partial shipments, or partial completion will be accepted, unless provided for by the Request or Contract.
	3. 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 Central Falls Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the City of Central Falls from taking such discount.
	4. Payments for used portion of inferior delivery or late delivery will be made by the City of Central Falls on an adjusted price basis.
	5. 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 Central Falls Purchasing Office for approval.
1. **THIRD PARTY PAYMENTS**

The City of Central Falls 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 Central Falls’ Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.

1. **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.

1. **CLAIMS**

Any claim against a contractor may be deducted by the City of Central Falls 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 Central Falls the amount of such claim on demand. Submission of a voucher and payment, thereof, by the City of Central Falls shall not preclude the City of Central Falls’ Purchasing Agent from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

* 1. The City of Central Falls’ 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 Central Falls 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.
1. **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.

1. **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 Central Falls’ sole option.

1. **MINORITY BUSINESS ENTERPRISES**

Pursuant to the provisions of Title 37 Chapter 14.1of the General Laws, the City of Central Falls 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:

* 1. the offer is fully responsive to the terms and conditions of the Request, and
	2. 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
	3. 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.
1. **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.

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

Contractors of the City of Central Falls 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.

1. **DRUG-FREE WORKPLACE REQUIREMENT**

Contractors who do business with the City of Central Falls 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.

1. **TAXES**

The City of Central Falls 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.

1. **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 Central Falls 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:

* 1. Comprehensive General Liability Insurance
1. Bodily Injury $500,000 each occurrence/ $1,000,000 annual aggregate
2. Property Damage $500,000 each occurrence /$500,000 annual aggregate

Independent Contractors

Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations

Completed Operations

Personal Injury (with employee exclusion deleted)

* 1. Automobile Liability Insurance

Combined Single Limit not less than $150,000 each occurrence Bodily Injury

Property Damage, and in addition non-owned and/or hired vehicles and equipment

* 1. Workers' Compensation Insurance

As required by the General Laws of Rhode Island.

The City of Central Falls’ 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 Central Falls as an additional insured, to the City of Central Falls 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.

1. **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.

1. **PERFORMANCE AND LABOR AND PAYMENT BONDS**

A performance bond and labor and payment bond of up to 100% of an award may be required by the City of Central Falls’ Purchasing Agent. Bonds must meet the following requirements:

* 1. 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.
	2. 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)."
	3. Individual: The Bond must be signed by the individual owning the business and indicate "Owner."
	4. 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.
	5. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
	6. Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
	7. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.
1. **SUSPENSION, DEFAULT AND TERMINATION**
	1. Suspension of a Contract by the City of Central Falls

The City of Central Falls 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 Central Falls 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 Central Falls 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 Central Falls’ 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 Central Falls’ Purchasing Agent within thirty (30) days after resuming work performance.

* 1. Termination of a Contract by the City of Central Falls
		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 Central Falls, the City of Central Falls 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 Central Falls 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 Central Falls’ 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 Central Falls 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 Central Falls as a result of the contractor’s default. The contractor, or its surety, agrees to promptly reimburse the City of Central Falls for the excess costs, but shall have no claim to the difference should the replacement cost be less.

* + 1. *Termination Without Cause*

The City of Central Falls 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 Central Falls an accounting of the work performed up to the date of termination. The City of Central Falls may consider the following claims in determining reasonable compensation owed to the contractor for work performed up to the date of termination:

* + - 1. contract prices for goods or services accepted under the contract.
			2. costs incurred in preparing to perform and performing the terminated portion of the contract; or
			3. 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.

* + 1. *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 Central Falls in the manner and to the extent directed by the City of Central Falls:

* + - 1. all finished or unfinished material prepared by the contractor; and
			2. all material, if any, provided to the contractor by the City of Central Falls.

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 Central Falls for damages sustained because of any breach by the contractor. In such event, the City of Central Falls 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 Central Falls from the contractor has been determined by the City of Central Falls Purchasing Agent. The City of Central Falls 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 Central Falls may direct the contractor to assign the contractor’s right, title and interest under terminated orders or subcontracts to the City of Central Falls or a third party.

Terminations of Purchase Order Contracts or Master Pricing Agreements shall require the signature of the City of Central Falls 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.

1. **INDEMNITY**

The contractor guarantees:

* 1. To save the City of Central Falls, its agents, and employees, harmless from any liability imposed upon the City of Central Falls 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.
	2. 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 Central Falls and of the State of Rhode Island.
	3. 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.
1. **CONTRACTOR'S OBLIGATIONS**

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

* 1. 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;
	2. 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 Central Falls has an interest, and any and all materials provided to the contractor or subcontractor by the City of Central Falls;
	3. 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;
	4. To store equipment, supplies, and material at the site only upon approval by the City of Central Falls, and at his own risk;
	5. To perform all work so as to cause the least inconvenience to the City of Central Falls, and with proper consideration for the rights of other contractors and workmen;
	6. 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;
	7. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any City of Central Falls 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;
	8. 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;
	9. 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 Central Falls and its staff;
	10. 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;
	11. The contractor shall secure and retain all employee-related insurance coverage for its employees and agents as required by law; and
	12. The contractor, subcontractor, and his or her employees and agents shall not disclose any confidential information of the City of Central Falls 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 Central Falls gained during the performance of a contract that

is not already lawfully in the public domain.

1. **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.

****



**Certification of Bidder** (Non-Discrimination/Hiring):

Upon behalf of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Firm or Individual

Bidding), I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Person Making

Certification), being its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Title or “Self”), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual

 orientation and/or religion in its business and hiring practices.

1. All of Bidder’s employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on this\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day

of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_.

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

 Signature of Representation

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

 Printed Name





**Certificate Regarding Public Records:**

Upon behalf of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Firm or Individual Bidding),

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Person Making Certification),

being its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Title or “Self”), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Proposals (RFP’s) and Requests for Qualification

(RFQ’s), documents contained within, and the details outlined on those documents become public

record upon receipt by the City Clerk’s office and opening at the corresponding Board of Contract

and Supply (BOCS) meeting.

1. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious

effort to request that sensitive/personal information be submitted directly to the issuing

department and only at request if verification of specific details is critical the evaluation of a

vendor’s bid.

1. The requested supplemental information may be crucial to evaluating bids. Failure to provide

such details may result in disqualification, or an inability to appropriately evaluate bids.

1. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the

defined supplemental information prior to the issuing department’s request in the bidding packet

submitted to the City Clerk, the City of Central Falls has no obligation to redact those details and

bears no liability associated with the information becoming public record.

1. The City of Central Falls observes a public and transparent bidding process. Information required in

the bidding packet may not be submitted directly to the issuing department at the discretion of the

bidder in order to protect other information, such as pricing terms, from becoming public. Bidders

who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

This\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_\_.

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

 Signature of Representation

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

 Printed Name

***WBE/MBE Form Instructions:***

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

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

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

***Bid Requirements:***

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

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

***Waiver Requests:***

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

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

***Verifying MBE/WBE Certification***

It is the responsibility of the bidder to confirm that every MBE/WBE named in a proposal and included in a contract is certified by the Rhode Island Minority Business Enterprise Compliance office. The current MBE/WBE directory is available at the State of RI MBE Office, One Capitol Hill, 2nd Floor, Central Falls, RI, or online at http://odeo.ri.gov/offices/mbeco/mbe-wbe.php. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide.

***Contract Requirements:***

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

For contracts with duration of less than 3 months, this form must be submitted along with the contractor's request for final payment.

The form must include all subcontractors utilized on the contract, both MBE/WBE and non- MBE/WBE, the total amount paid to each subcontractor for the given period and to date. During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

**MBE/WBE PARTICIPATION AFFIDAVIT**

Item Discussion (as seen on RFP):

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

Prime Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Prime Bidder (Company) Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Which one of the following describes your business’ status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island? \_\_\_\_\_MBE \_\_\_\_\_WBE \_\_\_\_\_Neither MBE nor WBE

By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:

It is the policy of the City of Central Falls that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Central Falls Code of Ordinances and Chapter 31-14 et seq. of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

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

I acknowledge the City of Central Falls’ goals of supporting MBE/WBE certified businesses. Initial \_\_\_\_\_\_\_\_\_\_\_

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

Initial \_\_\_\_\_\_\_\_\_\_\_

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

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office. Initial \_\_\_\_\_\_\_\_\_\_\_

If awarded this contract, I understand that authorized representatives of the City of Central Falls may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City’s MBE/WBE participation requirements. Initial \_\_\_\_\_\_\_\_\_\_\_

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

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

Signature of Bidder Printed Name

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

Company Name Date





MBE/WBE Waiver Request Form

Fill out this form only if you are subcontracting and did not meet the 20% MBE/WBE participation goal.

State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

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

Prime Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Trade: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Item Discussion (as seen on RFP):

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

|  |  |  |  |
| --- | --- | --- | --- |
| **MBE/WBE****Name** | **Individual’s Name** | **Company Trade** | **Why did you choose not to work with this company** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

I acknowledge the City of Central Falls’ goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of \_\_\_\_\_\_\_ % MBE/WBE (20% minus the value of Box F on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

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

 Signature of Prime Contractor Printed Name Date Signed

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

Signature of City of Central Falls Printed Name of City of Central Falls Date Signed

Purchasing Agent Purchasing Agent