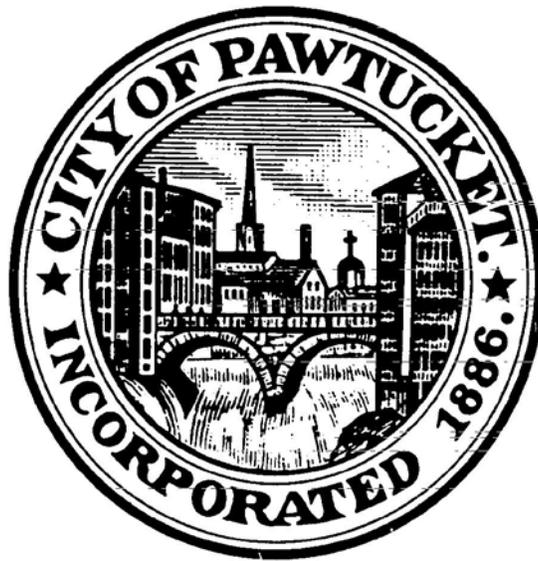


CITY OF PAWTUCKET
and
PAWTUCKET WATER SUPPLY BOARD

REQUEST FOR PROPOSALS



13-089
ELECTRONIC INVOICE PRESENTATION &
ON-LINE PAYMENT CAPABILITIES

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1.0 - Bid/Solicitation Information

Schedule

Pre-Bid/Proposal Conference: No Yes

Requests for Further Information Prior to: April 9, 2014 at 10:00 AM

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

David Clemente - Purchasing Agent

E-mail: dclemente@pawtucketri.com

Please reference the RFP 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: April 24, 2014 at 3:00 PM

Late submittals will not be considered.

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

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

Bonds/Surety Required

Surety Bond: No Yes

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

Fidelity Bond: No Yes

Performance Bond: 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 acknowledgement and acceptance of these Rules and Regulations and General Terms and Conditions of Purchase.

The City of Pawtucket and Pawtucket Water Supply Board (PWSB) reserves the right to award on the basis of 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 Pawtucket and PWSB may, at its sole option, elect to require presentations(s) by bidders clearly in consideration for award.

2.0 - Instructions and Notifications to Bidders

- The words “City of Pawtucket” when used, shall also mean the Pawtucket Water Supply Board acting through its Chairman.
- 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 Pawtucket/PWSB assumes no responsibility for these costs.
- A submittal may be withdrawn by written request to the Purchasing Agent by the proposer prior to the stated 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 considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the Purchasing Agent. Should any vendor object to this condition, the 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.
- 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 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 Pawtucket’s 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 Pawtucket 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 Pawtucket upon delivery to the Purchasing Agent.
- There is no official, public opening of proposals. 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.
- The PWSB is an equal opportunity owner/purchaser.
- The PWSB is tax-exempt and will provide a tax-exempt certificate upon request.
- Return of Proposals: All proposals received by the PWSB prior to the deadline for submission of proposals will be returned upon presentation of a signed request and proof of representation to the purchasing department. All proposals received at the deadline for submission for consideration by the PWSB will remain public record of the PWSB and will not be returned. Any costs incurred by the vendor in preparation of the proposal, the site visit, or live demonstrations are not the responsibility of the PWSB.
- Insurance Requirements: Upon notice of award and acceptance of a contract, the contractor shall submit to the PWSB a Certificate of Insurance indicating General Liability, Automobile Liability and evidence of Workers Compensation (per Statue).
- Additional Information/Addenda/Agreement Format: The PWSB will respond to any questions if received three (3) days in advance of the deadline for the proposal submittal. Requests for information or clarification must be made electronically to the attention of:

David Clemente - Purchasing Agent

E-mail: dclemente@pawtucketri.com

3.0 - Overview

The Pawtucket Water Supply Board (PWSB) invites the submission of sealed proposals to provide the PWSB an Electronic Bill Presentment and Payment services for the PWSB's Bills.

The Pawtucket Water Supply Board (PWSB) currently operates a municipal water utility under the jurisdiction of the Charter of the City of Pawtucket, Rhode Island, from its administrative offices at 85 Branch Street, Pawtucket, RI 02860. The PWSB is subject to regulation by the Rhode Island Public Utilities Commission in the setting of tariff rates, rules and regulations, and most all other aspects of its daily operation. The PWSB is subject to regulation by the Rhode Island Department of Health for compliance with the Federal Safe Drinking Water Act. The PWSB currently supplies water throughout the Cities of Pawtucket, RI and Central Falls, RI, and the Valley Falls Section of the Town of Cumberland, RI. The water distribution system in these areas is owned, operated and maintained by the PWSB.

The Initial Term will be for a three (3) year term, with the PWSB retaining the SOLE option for two (2) additional one (1) year renewals.

Each proposal must include **TWO SEPARATE** sealed packets of information, one for Business and Technical Proposal and one for Cost Proposal.

4.0 - Scope of Work

The PWSB is looking to go paperless and offer Electronic Bill Presentment and Payment (EBPP), allowing customers access to 'opt-in' to receiving bills electronically in lieu of a paper bill. The goal is to use technology to reduce costs, receive payments faster, and improve services for the customer. It is a goal of the PWSB to maximize adoption rates; the greater the number of payers using the service and opting out of paper, the greater the administrative time savings and hard-dollar cost savings for the PWSB. There will be no sign up costs to the residents/customers and residents should have access to the system 24/7. Ideally, the provider will assume all or most interactions with payers regarding e-billing, further relieving the PWSB of administrative efforts.

The PWSB is looking for a provider who has invested in technology and has a proven track record of successfully migrating utility customers to paperless billing. The platform should be a fully integrated, vendor-hosted web service. The ideal provider will be able to integrate with any print/mail partner the PWSB chooses to use, and also provide a tight integration with the PWSB's billing software. The ideal candidate will have extensive experience with New England Utility customers and the HTE Sungard Billing Software that the PWSB currently uses.

The PWSB will select the depositor Bank for the transactions.

The EBPP service should be easily accessible from any computer, browser, or smartphone. Evidence of mobile adoption is a plus.

The provider should have the ability to electronically receive customer payments made through a customer's online banking program channels. The service should automatically intercept payments made by consumers using online bill pay sites (ex. home banking and online banking services), show best matches of those payments to customer's open

invoices, and provide a system where the PWSB staff can upload a file of online payments into the billing system. The system should settle those payments by Automated Clearing House and deposit funds directly into the PWSB's operating account with full reporting. Reporting should include list of all online payments made to the PWSB on the business day following the day of payments, with funds deposited two days after day of payments.

The PWSB will look to the Vendor to provide multiple ways to improve e-payment adoption and paperless adoption (e-adoption). A proven track record of high e-adoption rates at other utility locations is required.

The services provided by the successful vendor will include the following:

- System integration and design
- Interfacing with the PWSB's HTE Sungard billing platform
- Interfacing with any print/mail system or service the PWSB chooses to use
- Project management
- Electronic Bill Presentment and Payment (EBPP) services
- Ongoing maintenance and support

Companies who submit bids may be required to perform on-site demonstrations of their products at their own expense.

5.0 - Insurance

General: The selected Vendor shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds in adequate amounts to secure all of his obligations under the contract and with insurance companies licensed to write such insurance in the State of Rhode Island. The kinds and amounts of such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of kinds and minimum amounts of insurance coverage or the acceptance by the Pawtucket Water Supply Board (PWSB) of certificates indicating the kinds and limits of coverage shall in no way limit the liability of the Vendor (and repair contractors) to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Pawtucket and the PWSB, their officers, directors, agents and employees from any and all claims for damages arising out of this contract, to either persons or property. All certificates of Insurance shall name the City of Pawtucket, Rhode Island, and the Pawtucket Water Supply Board as Additional Insured within their Commercial General Liability and Business Auto Liability coverage sections. The additional insured status shall be on a primary basis (with no right of contribution by any other coverage available to the additional insured's stated above).

The Vendor shall purchase and maintain insurance of the following types of coverage and limits of liability:

(a) **Commercial General Liability (CGL)** with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

(1) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project

- (2) CGL coverage shall be written on ISO Occurrence form CG 00 01(12 07) or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- (3) The City of Pawtucket Water Supply Board shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 (11 85) or CG 2010 (07 04) **AND** CG 20 37 (07 04) or CG2033 (07 04) **AND** CG2037 (07 04) or an endorsement providing equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Vendor (and repair contractors). It shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured's as stated above.
- (4) The Vendor shall maintain CGL coverage for itself and all additional insured for the duration of the project and maintain Completed Operations coverage for itself and the above named additional insured's for at least 3 years after completion of the Work.

(b) **E&O (Professional Liability) and Cyber Insurance** with limit of \$2,000,000 minimum.

(c) **Automobile Liability**

- (1) Business Auto Liability with a combined single limit of at least \$1,000,000 each accident.
- (2) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- (3) Additional insured status shall apply as stated above in the "General" section.

(d) **Workers Compensation and Employers Liability**

- (1) Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.

Certificate of Insurance: Prior to signing the contract agreement, the Vendor must supply a certificate of insurance evidencing the above requirements. This certificate and the insurance policies required by this section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City of Pawtucket Water Supply Board. All insurance carriers must be an A.M. Best's "A" rated carrier or better with a financial size VII or better and licensed to do business in the State of Rhode Island. All the insurance specified in this contract shall be provided by the Vendor at no additional expense to the PWSB.

Waiver of Subrogation: To the fullest extent permitted by law, Vendor waives all rights against The City of Pawtucket Water Supply Board and their agents, officers, directors

and employees for recovery of damages to the extent these damages are covered by commercial general liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

6.0 - Acknowledgement of Risk & Hold Harmless Agreement

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

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

The duty to indemnify and/or hold harmless the City of Pawtucket shall not be limited by the insurance required under the City of Pawtucket Terms and Conditions of Purchase.

7.0 - Additional Insurance Requirements

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

- A. a Waiver of Subrogation waiving any right to recovery the insurance company may have against the City of Pawtucket and the PWSB; and

- B. a provision that the selected vendor's insurance coverage shall be primary with respect to any insurance, self insurance or self retention maintained by the City of Pawtucket/PWSB and that any insurance, self insurance or self retention maintained by the City of Pawtucket/PWSB shall be in excess of the selected vendor's insurance and shall not contribute.

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

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

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

8.0 - Proposal Content and Organization

1. General Information

- 1.1 It is the intent of this request for proposal by the PWSB to procure a service that will enhance convenience to its customers by providing both electronic invoice presentation and on-line payment capabilities.
- 1.2 PWSB reserves the right to waive any informality or reject any and all specifications.
- 1.3 The vendor will be required to cover all tasks for a complete turn-key service for the e-billing, online payment, bank check and conversion.
- 1.4 Vendors will be required to provide a product demonstration to the PWSB at no cost if desired.
- 1.5 The Business and Technical Proposal should include approximate start date and approximate time schedule for the implementation. Any information that the PWSB will be required to provide should be outlined and critical schedule dates identified.
- 1.6 This proposal request is qualification driven. We ask that vendors do not include indication of fees for services in the Business and Technical Proposal submittal.
- 1.7 Each proposal must include two SEPARATE sealed envelopes, one titled **Business and Technical Proposal** providing the information outlined below and one titled **Cost Proposal** providing the information outlined in section 6.

2. The Business and Technical Proposal shall include the following:

- 2.1** Each proposal shall include a letter of transmittal, not to exceed two pages in length, which bears the signature of an authorized representative of the prime contractor and designates by name not more than two (2) individuals who will execute the contract with the PWSB on behalf of the prime contractor. The letter of transmittal shall also state that the proposal will remain in effect for a forty-five (45) calendar days after the deadline for submission of proposals. *The letter of transmittal may also briefly set forth any particular non-cost information the proposer wishes to bring to the PWSB 's attention and must not identify any information in the Cost Proposal*
- 2.2** The provider's company name and state of incorporation, the name, title, address, phone, fax numbers of the Project Manager who can respond to requests for additional information. The Project Manager assigned to the PWSB should have experience in EBPP, please list past experiences.
- 2.3** The proposal should include a list of the firm's experience on other similar utility projects. The PWSB is interested in Firms that have completed agreements for at least 20 Utilities in New England over the past three (3) years. The PWSB will require 4 references meeting these criteria. Please provide contact name and telephone number to each client with the start and completion dates.
- 2.4** Required signed certificates, statements, and questions. The Business Proposal should include acknowledgement of any addenda issued by the PWSB in the cover letter.
- 2.5** All Business Proposal must be submitted in '8 ½ X 11' sheets of paper in a 3-ring binder and submission must include one original (unbound) and four (4) additional copies.
- 2.6** Include a complete description of all services to be provided, including method of operation as well as operating systems and procedures. Describe the capacity and capability of the firm to perform the work for the duration required, as well as any partners or sub-contractors being used as a Third Party for the PWSB's Agreement.
- 2.7** Qualifications and experience of all individuals who will be involved with the project as well as any third party contractors who will be involved.
- 2.8** Please provide samples of finance and reconciliation reports.
- 2.9** Please outline the process for informing residents about the e-billing service and anything else that is done to drive adoption.
- 2.10** Client list with names and the number of year(s) of service.
- 2.11** Vendors are requested to submit a project approach for the target 'Go-Live' date. The work plan should include a narrative description and time lines that include references to items the PWSB must complete. The PWSB is requesting an estimated implementation time line. Describe (in outline format) the various people, types of files, and steps for implementation. Please indicate who will be performing each step and the required resources from the PWSB.

3.0 Technical Requirements-Please complete the following tables and include in the Business and Technical Proposal

3.1 General Requirements

Requirement:	Yes	No
The service electronically presents invoices (viewing) and processes online payments. Customers can view an invoice and then proceed, within the same user interface, to make an online payment		
The service presents and processes online payments for the following invoice types – Water and Sewer		
Service must have the ability to present all types of bills electronically, including multi-page bills		
Provide the option for credit card (Visa, MasterCard, American Express and Discover) and electronic check (ACH) payments		
Allow 24 months of billing and payment history to be shown to customers and PWSB personnel, once biller has been using the service for 24 months		
Service allows customers to elect paperless billing through online self- service only for bill types that can have paper billing replaced by emailed bill notifications by statute		
The service does not require customers to register to make a payment		
Provide merchant services for processing that allows the PWSB to continue to use their selected banks for deposit accounts without having to sweep funds		
POS (Point of Sale) will be provided and integrated with the service		
The Service will provide hosted interfaces that support the following payment processing functions: authorizations, charges, settlement, credits, refunds and voids, scheduled payments, Auto-Pay payments, Flex-Payments (customer initiated payment plans), chargeback and reject notifications		
The Electronic Bill Presentment with Integrated Online Payment Service must have been in use for at least fifteen (25) utilities for over one full year, that provides the bill payment to be deposited directly into the utility’s selected bank account.		
Provider must a proven paperless program with at least 45,000 or more paperless customers.		

3.2 Technical Requirements

Requirement	Yes	No
Software as a service architecture – All payer financial or payment information and the invoice presentment and payment processing application is housed offsite and not under the care or control of the PWSB		
Ability to integrate with PWSB’s Sungard billing software		
Experience integrating with the PWSB’s Sungard billing software for EBPP.		
Service and Billing Software are synchronized regularly (at least each business day) so when a customer goes on-line into the PWSB branded Customer Portal to make a payment, the current balance due will be displayed		
Show payment history for payments made through all channels (checks, cash at cashier’s window, lock box), not just on-line payments		
Allow the PWSB to designate the authentication method(s) used for customer to locate and/or pay electronic bill		
Allow customers to pay online without registering by making one time payments where payment information is not stored for future use		
Render bill electronically at payer’s request through either branded PWSB online payment portal or via an email notification, depending which method the payer has selected		
Provide secure, private and PCI compliant storage of customer payment information completely outside of the PWSB’s Information Systems		
Service must be compliant with all applicable regulations and laws		
Comply with Federal E-Signature Act for paperless billing and auto-pay by providing a system in which a customer must confirm enrollment in paperless billing and/or auto-pay by responding to an email sent after customer selects paperless billing and/or auto-pay through online self service		

3.3 System Requirements

Requirement:	Yes	No
Allow the PWSB to either absorb or pass e-payment processing fees onto the customer at time of payment, for the various bills presented and paid		
Clearly show any convenience fees for all bills and sub-bills before the payer begins the payment process, and re-displayed throughout the process		
Ability to process transactions automatically each night through the auto-close process		
Ability to allow, at the biller's option, multiple billing items (multi-bills) to be viewed and paid within a single bill. For example, if a water and sewer bill are presented together, customer should be able to see both "sub-bills" online and should be able to elect how much of each sub-bill customer is paying with online payment. Payment file back to billing software must provide amount paid by customer for each sub-bill, thereby removing any doubt as to how much of each sub-bill is being paid with any partial payments made		
Provide audit trails to track customer/CSR/administrative activities		
Ability to send test bills and validate changes prior to going live with new email templates and/or paper bills		
Offer a program specifically for utilities to qualify for card association utility rates, if desired by the PWSB		
Ability for the PWSB to make changes / additions to the balances due via file uploads, so that customers can see and pay current balances, even if bill is delinquent		
Ability, at the PWSB's option, to register and electronically receive customer payments made through customers' online banking program channels. Service must automatically intercept payments made by consumers using online bill pay sites (ex. home banking and online banking services), show best matches of those payments to consumer's open balances, provide system where PWSB staff can upload file of online payments into the billing system with system settling those payments by Automated Clearing House and depositing funds directly into PWSB operating account with full reporting. Reporting should include list of all online payments made to PWSB on the business day following the day of payments, with funds deposited two business days after date of payments. This service must include providing email		

notifications to residents who have registered their email addresses in the service.		
Ability, at the PWSB's option, to accept credit and debit cards at cashier's windows with card readers that can be plugged into desktop computer USB ports. Service should be integrated with invoice presentment system to allow staff to tie payments directly to selected invoices, resulting in approved payments automatically updating billing system.		
Ability, at the PWSB's option, to allow the conversion of paper checks into electronic payments Service must show best matches of those payments to consumer's open balances, provide system where PWSB staff can upload file of converted check payments into the billing system with system settling those payments by Automated Clearing House and depositing funds directly into PWSB operating account with full reporting. Reporting should include list of all Check 21 payments made to PWSB on the business day following the day of conversion and batching, with funds deposited two business days after date of payments.		
Ability, at the PWSB's option, to provide a fully integrated Interactive Voice Response (IVR) system wherein residents can make payments by telephone.		

3.4 Presentment Requirements

Requirement:	Yes	No
The electronic invoice must look like the printed form or otherwise as specified by the PWSB		
Service must include features that promote the adoption of paperless billing, including prompting the customer to enroll in paperless billing during the online payment process		
Provide email notification capability for three invoice notifications, invoice payment receipt, upcoming auto payment, failed auto payment, failed scheduled payments, registration confirmation, auto payment registration, paperless registration, late fee invoice notice, ACH rejects, credit card expiration, scheduled payment reminder, auto-payment reminder, flex-pay schedule and customer registration		
Multiple invoice notifications that can be scheduled based on a date or number of days from date of issuance. Notifications should be sent only to customers with an outstanding bill balance above \$0.00		

Offer email notifications that are customizable and allow targeted messages with links to inserts, banners or news announcements. The service must accommodate different email notification messages for each bill type		
Once a customer registers or makes a payment and inputs the email address connected to their account, they should begin to receive email notifications for future invoices. The PWSB can upload existing email addresses, if any are currently retained, directly into the system, and email notifications can be sent without any action on the part of the customer		
Provide a simple self-service means for customers to sign up to “go paperless” and discontinue getting a paper bill, without <u>ANY</u> involvement from the PWSB staff		
Service must offer an integrated paperless process so that “paperless” customers can be filtered out of the print file		
Paperless customers must be automatically re-enrolled to receive paper bills if customer’s email notification “bounces” as undeliverable		

3.5 Customer Experience

Requirement:	Yes	No
Electronic invoice notifications and PWSB web site both must provide a link that customer can click that transports customer to a secure (128 bit SSL encryption at a minimum) site, which is branded as the PWSB X, for a seamless transition. Once there, the customer has the option to: -view/print/store the invoice - make a one-time payment (without registering) or - register as a customer to enter the PWSB branded Customer Portal and use advanced features		
When customer begins the online payment process, customer data pulled from the invoice being paid should be <u>pre-populated</u> on the customer’s behalf as “billing name and address” information. System must allow the customer to overwrite this information if a different person is paying the invoice		
Customer portal must be easy to use, have no more than 4 steps in the payment process and have intuitive navigation		
Customers must be able to view bills and payment history, sign up for auto-payment, make scheduled payments, elect to go paperless, make customer requests and make payments –		

all from the same Customer user interface		
PWSB artwork will be used to create a customized portal interface that mimics their website		
Customers must be able to see that Customer portal is secure as denoted by https:// designation with lock icon		
Customers must be able to locate their bill easily using a variety of authentication data (as determined by PWSB).		
Customer must be able to view and download an exact replica of the paper bill		
The service supports a one-time online payment option without registrations as well as a capability to register to access history, schedule a payment, or set up automatic payments		
Service must offer a 'flex-pay' feature, allowing the residents to make their own payment schedules when the PWSB deems it appropriate. To comply with this requirement the vendor must allow each resident to select the number of payments he/she would like to make before the next due date, automatically calculate the amount of each payment, provide the flex payment schedule back to the resident for viewing, editing and/or acceptance. Flex payment schedules must be sent by email notification to the resident, after selected and confirmed by the resident. Friendly reminder email notifications must be provided to each resident approximately 3 days prior to each scheduled flex payment.		
If a customer has signed up for Auto-Pay, he/she must receive email notice of pending payments three business days prior to the payment being made		
If a customer has signed up for Scheduled Payments, including Flex-Payments, he/she must receive email notice of pending payments three business days prior to the payment being made with the option to make changes		
Once a customer has registered, he/she should be able to login into his/her account using only their email address and password. The service should show multiple billing accounts to customers who register for different bill types with the same email and password		
Service should include a courtesy email address field, so that account holder can authorize copies of email notifications to go to a secondary email address		
Allow customers to schedule payments, enroll in automatic payments and elect paperless billing using online self-service all within the same PWSB branded Customer Portal		

The customer must have the ability to view their bills online whether they pay their bills online or via the mail		
Partial payments: provide ability to allow customers to specify the amount they wish to pay (only for bill types designated by the PWSB)		
Payment confirmation must be displayed online at conclusion of payment transaction and customers must also receive a "Thank you for your payment" email confirmation within 2 minutes of payment authorization		
A print screen button should appear on the payment confirmation screen, giving customers a self-serve option to print out a payment receipt/confirmation		
Service should notify customers to update their credit card information 60 days prior to their credit card expiration date and again at 30 days prior to expiration if the customer has not updated the information		
Service must include customer account management features and provide access to 18 months of rolling invoice and payment history from the point of first invoice file upload on the system		
Provide a customer request system housed in the PWSB branded Customer Portal enabling the customer to send an email which will open a ticket in the PWSB management tool		
Service must allow customers to make mobile payments		
Mobile interface should be easy to use, demonstrated by >30% of service activity being made through mobile devices		
Service should allow customers to see full payment history for 24 months, regardless of payment method (i.e. at the counter, online, mailed in, etc)		
Service should send e-mail confirmation receipts to payers who pay online through their personal banks if their e-mail address is available		
Vendor MUST NOT require residents to enter any non-bill information from a paper bill to authenticate or to go paperless. All information needed to authenticate must be able to be found directly in the invoice data file and/or bill without searching for extraneous coded numerical sequences that have been added by the print company somewhere on the bill		
Vendor provides full self-service to allow residents to select their billing option, be it paperless or paper. Vendor MUST NOT instruct residents to contact the PWSB to change their status from paperless to receiving paper		

3.6 Administrative Functions

Requirement:	Yes	No
Provide an easy to use administrative tool that helps PWSB staff manage customer accounts and monitor payment activity		
The PWSB Customer Service Representative (“CSR”) must have the ability to login as the customer and see what the customer sees throughout the complete online payment and customer portal access process		
The CSR has the ability to make a payment on behalf of the customer (typically phone payments)		
PWSB and the customer will be notified via email of any transactions rejected due to insufficient funds or other processing issues. The email notification should include the reason code for the reject		
Ability to perform voids (within the same day) and credits for credit card and ACH payments made on-line		
Service must provide daily batch close reports, daily management reports, ACH rejects, file processing notifications, ACH Reject Notifications, paperless customer email bounce reports, and customer request system notifications to multiple staff members via email		
PWSB will receive email notifications if there are any disabled/incorrect email addresses used in the delivery of bills or emails		
Service must provide email template management for event driven notifications such as bill issued, payment confirmation and payment rejected. Emails must be customizable for each bill type PWSB wishes to electronically present		
Service must provide flexible payment options, as listed in the next 13 boxes (check ‘Yes’ here if all apply)		
Allow PWSB to require payment in full on certain bill types		
Ability to take payments over the phone		
Accepting payments beyond the due date when applicable with balances automatically updated daily so nothing needs to be done by the PWSB		
Allowing multiple bills to be paid with a single transaction when applicable		

Allowing multiple payment types from customer for the same bill		
Allowing flexible payments to be scheduled by customers through self-service whereby a customer can select the number of payments he/she wants to make and the system automatically calculates the amount and provides a payment schedule to the customer by email		
Allowing partial payments and/or over payments if selected by PWSB for specific bill types		
Allowing payments with a prompt payment discount when/if applicable		
Ability to present multiple "sub-bills" in one bill		
Allowing partial payments on sub-bills		
Allowing prompt payment discounts for each sub-bill within a multi-bill		
Ability to allow for multiple payment types for one customer for the same bill		
Ability to balance forward and apply late fees and penalties at PWSB's discretion		
The service must include permissions management and accommodate multiple administrative levels which can be assigned to allow different functionality based on staff position requirements		
PWSB must be able to block all online payments from specified customers (i.e. if a payer repeatedly bounces checks)		
PWSB must be able to block credit card payments but allow e-check payments for specified customers		
Service provides the ability for PWSB to create a maintenance window for a specific duration at a specified time		
Service allows PWSB to convey a customer after move out, to close down past customer and open up the account for a new customer keeping the account number intact if desired by PWSB		
Service provides the PWSB to enable "auto-conveyance" of customers, by bill type, if there is a name change in invoice file		

(ex. C/O Former Customer)		
Ability to administer the online customer request ticketing system through the account management tool		

3.7 Reporting

Requirement:	Yes	No
Provide means in which PWSB personnel can authenticate into a secure Biller Portal to create reports and/or excel spreadsheets showing daily, monthly, or date range activity for payments, scheduled payments, upcoming auto-payments, registrations, paperless sign ups, auto-pay enrollments and ACH/EFT rejects		
Provide a large selection of pre-configured reports in the online management tool (which are regularly synchronized with PWSB's billing software) to access trend data and resolve inquiries. PWSB must be able to request reports for daily, monthly, or date range activity for payments, scheduled payments, registrations, paperless and ACH/EFT rejects		
Ability to provide reports for scheduled future payments		
Ability to provide daily and monthly reports indicating the number of dishonored transactions, including rejected ACH transactions		
Ability to provide daily and monthly Summary and Detail Analysis Reporting of customer payments activity		
Ability to provide reconciliation reporting for daily deposits and batches, segmented by bill type		
Fees incurred by PWSB are separate from revenue collected by PWSB on all financial reports		

3.8 Support, Training and Installation

Requirement:	Yes	No
The service provides an online customer support ticketing system		
Provider will transition the PWSB customers currently signed up for automatic recurring payments to their system, supplying the proper layout and relevant information that is needed for the conversion		
PWSB will have the ability to pre-audit the online bills before		

they are sent to verify accuracy and format		
Provider will provide client support during working hours and access to a fully functioning helpdesk ticketing system 24x7		
Routine Technical Support must be available during business hours		
All updates, upgrades and enhancements for the electronic invoice presentment and payment service must be performed by the provider, in the “cloud” rather than at client location. No additional costs should be incurred for updates or upgrades		
The provider must notify PWSB of all updates, upgrades or enhancements via email		
Training must be provided to instruct PWSB staff how to use the system. Ongoing training should be available		
Installation must be well planned and require a low level of effort on the part of PWSB		

9.0 - Evaluation Criteria

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

All Firms must possess and indicate in the Business and Technical Proposal the following “initial” minimum qualifications to be considered “responsive”: Firms must have completed EBPP implementations and integrated with multiple (2 or more) financial software companies and worked with multiple (2 or more) print and mail companies—**demonstrating the ability to deliver a fully integrated solution and extensive experience doing so—over the past 3 years.**”

The evaluation of proposals will be conducted in a time frame convenient to the City and Pawtucket Water Supply Board.

The award of this agreement is based on a Qualification Based Selection (QBS) Process. The City of Pawtucket/PWSB 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 proposer 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.

The PWSB may elect to require presentations(s) by vendors in consideration for award. The PWSB reserves the right to conduct or waive a demonstration based upon the qualifications of each provider as established throughout their proposal. Providers that are requested to do so will be required to give a presentation of their service pursuant to their proposal and this RFP. The PWSB will pose questions as a part of these requirements. At least one person assigned to the project in the proposal must be a part of the presentation.

Evaluation Criteria: An Evaluation Committee of PWSB Personnel will rank the relative merits of each proposal based on the following criteria:

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 an in-depth analysis and review of the experience and qualifications of the proposing company and the PWSB will also review experience, and qualifications of the senior staff assigned proposed to be assigned to this project as it relates to EBPP project experience for a utility client.
3. The third phase is an analysis of the companies proposed Business Proposal and ability to meet the requirements and specifications as outlined in the Business Proposal section of the Proposal Content and Organization (8.0) section of this RFP.
4. The fourth phase is an in-depth analysis and evaluation of the Cost Proposal.

The evaluation criteria will be weighted as outlined below.

<u>Evaluation Criteria</u>	<u>Importance</u>
Experience/Qualifications	30%
Business and Technical Proposal and specified requirements	30%
Cost Proposal	40%

10.0 - Miscellaneous

The words "City of Pawtucket", when used, shall also mean the Pawtucket Water Supply Board acting through its Chairman.

Vendors shall at all times comply with all federal, state, and local laws, ordinances and regulations and shall defend, indemnify and save harmless the City of Pawtucket and PWSB against any claims arising from the violation of any such laws, ordinances and regulations, including but not limited to challenges as to the legality of any and all vendor installations.

The City is exempt from the payment of the Rhode Island State Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended. Further, the City is also exempt from the payment of any excise or federal transportation taxes. The proposal prices submitted must be exclusive of same, and will be so construed.

The City of Pawtucket/PWSB 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 PWSB will award a contract for the services based on the scope of services in the RFP together with the best prices, results from reference reviews, the demonstration and other quality information on the firm that is qualified and ranked as the 'most advantageous.'

The PWSB reserves the right to accept any and all proposals and to waive all informalities in a proposal and to award a contract in the best interest of the PWSB. The award of this contract and subsequent renewal years may be subject to an appropriation.

The PWSB reserves the right to negotiate mutually acceptable amendments to the Contract arising from this RFP and, in particular, with respect to the addition of equipment or services that are consistent with the services solicited by this RFP. The right to negotiate mutually acceptable amendments applies for the term of this Contract and any extensions.

The PWSB will rate all proposals based on the qualifications listed in each submittal responding to the RFP.

A “responsive rating” shall be given to all proposals received prior to the deadline for submittal, having submitted the appropriate signed documents, and the required information, including the work plan, the PWSB is looking for. Those proposals assigned with a “responsive rating” shall be further evaluated.

Each proposal will be embargoed upon opening until such time as the PWSB has completed the evaluation and selection process.

The PWSB reserves the right to reject any and all Proposal that do not meet the submission requirements, minimum and comparative criteria. Failure to submit documents requested may result in the determination that your proposal is non-responsive

Those proposals received after the deadline for submittal, or those proposals received that are missing the required signed forms will NOT be considered for any evaluation by the PWSB. These proposals will be classified as being “non-responsive.”

11.0 – Bid Form

13-089 – Electronic Invoice Presentation and On-Line Payment Capabilities

Date: _____

Submitted By: _____

(Include Name, Address and Telephone No.) _____

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 Pawtucket, the State of Rhode Island, or any other jurisdiction?

Yes: _____ No: _____

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

Yes: _____ No: _____

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

Yes: _____ No: _____

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

Yes: _____ No: _____

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the City of Pawtucket and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach separate sheet and submit with the 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 this RFP Document have been considered and all costs are included in the Customer Fee Schedule.

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

References

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

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

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

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

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

Cost Proposal

13-089

Having examined RFP # 13-089, we propose to enter into a contract to perform services per this RFP specification and in accordance with the attached description of our proposed Electronic Invoice Presentation On-Line Payment Capabilities program which includes the attached fee schedule.

Cost Proposal: All cost proposals for EBPP must be submitted on separate '8 ½ x 11' sheets of paper. A separate sealed package containing one original copy of the Cost Proposal must be labeled and submitted as follows:

Title: Cost Proposal for Electronic Bill Presentment and Payment Services

From: Name and Address of Proposer

Each proposal must be signed by and authorized agent of the proposer

The PWSB plans to continue to absorb all transactions costs for credit card and ACH transactions. Please base all quoted charges on 700 credit card, and 1,500 ACH transactions per month along with 1,000 paperless customers. Please list and define all associated costs which may occur in the processes on an individual basis.

Bid Form Signature

(Bidder Name – Please Print)

By: _____
(Signature)

Title: _____

***** **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 Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

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

SIGNATURE OF OFFEROR

DATE

TITLE

COMPANY

Title of RFP:

Residential Customer Water Line Protection Program Services

Appendix B

CITY OF PAWTUCKET GENERAL TERMS AND CONDITIONS OF PURCHASE

Preamble

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

CITY OF PAWTUCKET'S PURCHASING OFFICE GENERAL CONDITIONS OF PURCHASE

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

1. GENERAL

All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the City of Pawtucket, or with whom a contract is executed by the City of Pawtucket's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. ENTIRE AGREEMENT

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

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

- a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the City of Pawtucket Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the City of Pawtucket. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the City of Pawtucket on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the City of Pawtucket to the contractors.
- b. No alterations or variations of the terms of the contract shall be valid or binding upon the City of Pawtucket unless submitted in writing and accepted by the City of Pawtucket Purchasing Agent. All orders and changes thereof must emanate from the City of Pawtucket Purchasing Office: no oral agreement or arrangement made by a contractor with a department or employee will be considered to be binding on the City of Pawtucket Purchasing Agent, and may be disregarded.

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

3. SUBCONTRACTS

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

4. RELATIONSHIP OF PARTIES

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

5. COSTS OF PREPARATION

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

6. SPECIFIED QUANTITY REQUIREMENT

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

- a. The City of Pawtucket reserves the right to modify the quantity, scope of service, date of delivery or completion, or funding of any contract, with no penalty or charge, by written notice

to the contractor, except where alternate terms have been expressly made a part of the contract.

- b. The City of Pawtucket shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the City of Pawtucket will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.
- c. Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the City of Pawtucket, where determined by the City of Pawtucket Purchasing Agent to be in the City of Pawtucket's best interest.

7. TERM AND RENEWAL

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

8. DELIVERY/COMPLETION

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

9. FOREIGN CORPORATIONS

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

10. PRICING

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

11. COLLUSION

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

12. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the City of Pawtucket for the purpose of obtaining any

contract or award issued by the City of Pawtucket. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the City of Pawtucket, except as shall have been expressly communicated to the City of Pawtucket Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the City of Pawtucket of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. AWARDS

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

- a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the City of Pawtucket. The City of Pawtucket reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.
- b. The City of Pawtucket reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the City of Pawtucket may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the City of Pawtucket to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.
- c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the City of Pawtucket may, at the option of the City of Pawtucket, be
 1. rejected as being non-responsive, or
 2. set aside in favor of the City of Pawtucket's terms and conditions (with the consent of the bidder), or
 3. accepted, where the City of Pawtucket Purchasing Agent determines that such acceptance best serves the interests of the City of Pawtucket.

Acceptance or rejection of alternate or counter-offers by the City of Pawtucket shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

- d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.
- e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.
- f. The City of Pawtucket Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.

- g. The City of Pawtucket Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the City of Pawtucket will be served by so doing.
- h. The City of Pawtucket Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- i. Preference may be given to bids on products raised or manufactured in the City of Pawtucket or State of Rhode Island, other things being equal.
- j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
- k. The City of Pawtucket Purchasing Agent reserves the right to act in the City of Pawtucket's best interests regarding awards caused by clerical errors by the City of Pawtucket Purchasing Office.

14. **SUSPENSION AND DEBARMENT**

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

- a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).
- b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
- c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the City of Pawtucket to a vendor or contractor then under a ruling of suspension or debarment by the City of Pawtucket shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the City of Pawtucket's Purchasing Agent.

15. **PUBLIC RECORDS**

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

16. **PRODUCT EVALUATION**

In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The City of Pawtucket's Purchasing

Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

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

17. PRODUCT ACCEPTANCE

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

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

18. PRODUCT WARRANTIES

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

19. PAYMENT

Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty

(30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

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

20. THIRD PARTY PAYMENTS

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

21. SET-OFF AGAINST PAYMENTS

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

22. CLAIMS

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

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

23. CERTIFICATION OF FUNDING

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

24. UNUSED BALANCES

Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the City of Pawtucket's sole option.

25. MINORITY BUSINESS ENTERPRISES

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

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

26. PREVAILING WAGE REQUIREMENT

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

27. EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION

Contractors of the City of Pawtucket are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

28. DRUG-FREE WORKPLACE REQUIREMENT

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

29. TAXES

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

30. INSURANCE

Refer to "Request for Proposal" document, Section 5.0, titled "Insurance"

31. BID SURETY

When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company

authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

32. PERFORMANCE AND LABOR AND PAYMENT BONDS

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

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

33. SUSPENSION, DEFAULT AND TERMINATION

a. Suspension of a Contract by the City of Pawtucket

The City of Pawtucket reserves the right at any time and for any reason to suspend all or part of this contract, for a reasonable period, not to exceed sixty days, unless the parties agree to a longer period. The City of Pawtucket shall provide the contractor with written notice of the suspension order signed by the Purchasing Agent or his or her designee, which shall set forth the date upon which the suspension shall take effect, the date of its expiration, and all applicable instructions. Upon receipt of said order, the contractor shall immediately comply with the order and suspend all work under this contract as specified in the order. The contractor shall take all reasonable steps to mitigate costs and adverse impact to the work specified in the contract during the suspension period. Before the order expires, the City of Pawtucket shall either:

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

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

b. Termination of a Contract by the City of Pawtucket

1. Termination for Default or Nonperformance

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

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

2. Termination Without Cause

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

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

- a. contract prices for goods or services accepted under the contract;
- b. costs incurred in preparing to perform and performing the terminated portion of the contract; or
- c. any other reasonable costs incurred by the contractor as a result of the termination.

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

3. Contractor's Obligations in the Event of Termination

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

- a. all finished or unfinished material prepared by the contractor; and

- b. all material, if any, provided to the contractor by the City of Pawtucket.

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

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

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

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

34. INDEMNITY

The contractor guarantees:

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

35. CONTRACTOR'S OBLIGATIONS

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

- a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;
- b. The contractor, its subcontractor(s) and their employees and/or agents, shall protect and preserve property in the contractor or subcontractor's possessions in which the City of

Pawtucket has an interest, and any and all materials provided to the contractor or subcontractor by the City of Pawtucket;

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

36. **FORCE MAJEURE**

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