

CITY OF PAWTUCKET

REQUEST FOR PROPOSALS



14-020

Statistical Reappraisal Services

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1.0 - Bid/Solicitation Information

Schedule

Pre-Bid/Proposal Conference: No Yes

Requests for Further Information:

April 14, 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 / LOI number on all correspondence. Answers to questions received, if any, will be posted on the internet as an addendum to this bid solicitation.

RFP Submission Deadline:

April 24, 2014 at 10:00 AM

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

2.0 - Instructions and Notifications to Bidders

- It is the vendor's responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the bidder. The City of Pawtucket assumes no responsibility for these costs.
- A submittal may be withdrawn by written request to the Purchasing Agent by the proposer prior to the stated 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.

3.0 - Overview

The City of Pawtucket, RI is undertaking a program to do a Statistical Reappraisal of all Real Property Effective December 31, 2014.

4.0 - Scope of Work

All information pertaining to the Contractor's technical and management approach to completing this Project, as well as the proposed cost, timetable and staffing plan shall be presented in the proposal. The proposal must address, at a minimum, each of the issues set forth in the Request for Proposals in order to be considered responsive. Any proposal which does not respond to each issue in the Request for Proposals shall be rejected by the Assessor as non-responsive.

The Assessor reserves the right to amend this proposal for the Statistical Revaluation Program for all real property assessments at any time prior to the deadline for submission of proposals and to reject any or all proposals received if the assessor determines it to be in the best interests of the City. The City is licensed to utilize the *Appraisal Vision*® CAMA Software of Vision Government Solutions Inc. of Northborough, Massachusetts. The City is not looking to change the existing CAMA software at this time. Therefore the Contractor must show familiarity with the system by submitting a list of projects previously worked on, in the state of Rhode Island, which utilized the Vision Appraisal CAMA System. Any cost associated with the licensing of the Vision CAMA System is the responsibility of the Contractor. All data entry will be the responsibility of the Contractor.

In addition to addressing each of the items in the specifications, the Contractor must submit, as part of its proposal, the following information:

1. A Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the Contractor stating that the offer is effective for at least sixty (60) Calendar Days from the deadline for the submission of proposals.
2. A list of Rhode Island Municipalities for which the Contractor has completed Revaluation Programs for last five years, and contacts.
3. A list of Rhode Island Revaluation Contracts for which the Contractor is currently committed with time table for completion.
4. Listing of Municipalities the Contractor has utilized the Vision Software.
5. Description and examples of the Contractor's revaluation public relations program.
6. Copy of Contractor's current Rhode Island Revaluation Certificate issued pursuant to Rhode Island General Statutes 12-2c.
7. A bid bond or certified check in the amount of 10% of this bid must be submitted by the bidder with his bid as a guarantee that, in case the contract is awarded to him, he will, within ten days after appropriation of funds and notice of award, execute such contract and furnish a satisfactory Performance Bond, for approval by the Purchasing Board.

Proposals will be evaluated using comparative criteria set forth as follows:

1. Contractor completed Revaluation projects in Rhode Island in the past five (5) years, whose total real estate parcel count is 10,000 or greater:

Unacceptable: No experience in Rhode Island.

Not Advantageous: Less than Six successful Revaluation in Rhode Island.

Advantageous: Six to Ten successful Revaluations in Rhode Island.

Highly Advantageous: Greater than Ten successful Revaluations in Rhode Island

2. Experience of Project Manager to be assigned to this project.

Unacceptable: No Mass Appraisal experience.

Not Advantageous: Less than Five Mass Appraisal projects performed by the Project Manager.

Advantageous: Ten successful Mass Appraisal projects performed by the Project Manager.

Highly Advantageous: Twenty or more successful Mass Appraisal projects performed by the Project Manager.

3. Contractor financial stability:

Unacceptable: Proposer insolvent.

Not Advantageous: Proposer's circumstances suggest financial instability.

Advantageous: Proposer appears to be financially stable.

Highly Advantageous: Proposer appears to have long-term financial stability.

4. Level of satisfaction with Contractor's performance on other Rhode Island Cities and Town's for which Contractor has performed a Revaluation/Update on the Vision CAMA software.

Unacceptable: More than two Cities or Towns reporting difficulty with Contractor performance.

Not Advantageous: Up to Two Cities or Towns reporting difficulty with Contractor performance.

Advantageous: No City or Town reporting difficulty with Contractor performance and at least two Cities or Towns reporting high satisfaction.

Highly Advantageous: More than five Cities or Towns reporting high satisfaction and no City or Town's reporting poor performance.

5. Method for determination of best price.

The best price shall be the lowest price from a bidder who meets the minimum criteria of the specification and provides the highest level of performance in Questions 1 through 4 under Evaluation Criteria.

6. Project Timetable:

Any proposal which cannot meet the project schedule will be rejected.

The City of Pawtucket reserves the right to reject any and all bids. Bids which are irregular in form, incomplete, conditioned, or qualified may be disregarded and rejected as improper except that the City may waive any defects or irregularities. All bids are subject to appropriation by the City of Pawtucket.

CONTRACT SPECIFICATIONS

1 DEFINITIONS

Assessor: The word "Assessor" shall mean the duly appointed Assessor of the City of Pawtucket

- 1.1 Project: The word "project" shall mean Statistical Reappraisal and Revaluation of all Real Property in the City of Pawtucket for tax assessment purposes.
- 1.2 City: The word "City" shall hereinafter mean the City of Pawtucket, RI.
- 1.3 Contractor: The word Contractor shall hereinafter mean the Contractor responsible for performing the project defined in Section 2.

2 SCOPE OF STATISTICAL UPDATE

- 2.1 Basic Scope: Contractor understands that the project requires the complete Statistical Reappraisal and Revaluation of all Real Property within the Corporate Limits of the City of Pawtucket, RI. All work for the project shall be in accordance with these contract specifications.

All work will be carried out and all forms, materials and supplies utilized by Contractor in this project shall conform to, and be carried out in accordance with, the Rhode Island General Statutes, and shall be subject to direct supervision and approval of the Assessor of the City of Pawtucket, RI

The values to be determined by Contractor shall be the full fair market, as defined in Rhode Island General Statutes and shall be based upon nationally recognized methods of appraising.

Contractor's statistical revaluation program will cover and include all property in the City of Pawtucket, RI in the following categories:

- 2.1.1 All taxable real estate, land, buildings and improvements.
- 2.1.2 All public utility land and buildings.
- 2.1.3 All mobile homes, mobile home additions and improvements.
- 2.2 Effective Date: The effective date of this revaluation project shall be on the Tax roll of December 31, 2014, and the pricing and valuation by Contractor of all land, buildings and property under this contract shall reflect a fair market value as of December 31, 2014.
- 2.3 Parcel Count:
 - 2.3.1 Contractor's price for the revaluation is based upon the following anticipated parcel counts:
 - Single Family Residential Dwellings
 - Two Family Residential Dwellings
 - Three Family Residential Dwellings
 - Mobile Homes
 - Residential Condominiums
 - Commercial Buildings
 - Commercial Condominiums

Apartments
Industrial Buildings
Public Utility Bldgs
Vacant Res Land
Vacant Comm Land
Vacant Ind Land
TOTAL: 20,850

- 2.3.2 Current basis of assessment is 100%.
- 2.3.3 The last valuation was effective as of December 31, 2011.
- 2.3.4 The area of the City is 8.74 square miles.

3 PERSONNEL AND OFFICE HOURS

- 3.1 Personnel: Contractor shall provide experienced and qualified personnel, as hereinafter provided, and will comply with the requirements of the equal employment opportunity provisions of federal and state governments. Contractor shall submit to the City written qualifications of all personnel assigned to this project.
- 3.2 Qualifications of Personnel: Contractor will comply with Rhode Island certification standards and the qualifications standards set forth in the Request for Proposal for all personnel assigned to this project. All personnel will be subject to the approval of the Assessor, which approval shall not be unreasonably withheld or delayed, and shall be caused to be removed from this project by Contractor upon written recommendation of the Assessor, specifying in detail the reasons for the recommendations.
- 3.3 Identification: All Contractor field personnel shall carry suitable I.D. cards, which shall include an up-to-date photograph, supplied by Contractor and signed by the Assessor. All automobiles used by Contractor's field personnel shall be registered with the City Police Department giving license number, make, model year and color of the vehicle.
- 3.4 Office Hours and Staffing: Contractor shall maintain an office at City Hall, from the commencement of work on this project through the conclusion of the public hearings. This office shall be staffed with clerical staff as needed, as well as other qualified full-time persons so as to ensure the successful completion of this project in accordance with the completion dates set forth in the contract specifications and any addenda thereto.
- 3.5 Conflict of Interest: No City employee or resident shall be employed by Contractor, except in a clerical capacity, without the approval of the Assessor.

4 PROTECTION OF THE CITY

- 4.1 Bonding: Contractor will secure the faithful performance of the terms of this agreement by furnishing to the City a performance surety bond in the amount of this contract, which bond shall be issued by a reputable bonding company

licensed to do such business in the State of Rhode Island. Said bond shall be delivered to the City prior to the commencement of actual work and shall be in a form satisfactory to and approved by the City's attorney.

- 4.2 Insurance: Contractor will, at its own expense, provide and keep in force:
 - 4.2.1 Broad Form Commercial General Liability Coverage: Which names the City as additional insured, written on a 'per occurrence' basis and with an aggregate cap no less than three (3) times required limit: \$2,000,000 Combined Single Limit (C.S.L).
 - 4.2.2 Automobile Liability Coverage: including coverage for owned, hired or borrowed vehicles, \$2,000,000 Combined Single Limit (C.S.L.).
 - 4.2.3 Defense of City: All insurance companies shall have the duty to defend the City against liability or property damage claims arising from the conduct of Contractor and/or agents or employees.
 - 4.2.4 Insurance Certification: An Insurance certificate shall be required to be filed with the City, certifying coverage and limits of automobile, bodily injury liability, property damage liability and Worker's Compensation.

"The City is named as Additional Insured on the Insurance coverage named herein for the claims arising out of the Company's performance of the contract herein".

- 4.3 Patent/Copyright Liability: Contractor shall save the City harmless from any liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of the contract.
- 4.4 Penalties: Failure by Contractor to complete all work prior to the date specified herein, April 13, 2015, shall be cause for a penalty payment by Contractor, on request of the Assessor, in the amount of Two Hundred Dollars (\$200.00) per day beyond the specified date of completion, provided the City delivers its responsibilities. For the purposes of this penalty only, completion of all work not later than April 13, 2015 is defined as follows:
 - 4.4.1 Completed property record cards with all sketches, measurements, listings, pricing, review and final valuations.
 - 4.4.2 Assessment notices, addressed and in envelopes prepared for mailing.
 - 4.4.3 The Contractor shall upon request from the City and at its own expense mail to all taxpayers a letter prepared by the Administration explaining the revaluation process as it pertains to the equalization of tax rates for the different types of properties.

This penalty, if applied, shall be deducted from the contract price. Delays occasioned by war, strike, explosion, acts of God or an order of court or other public authority are excepted.

4.5 Bankruptcy, Receivership, Insolvency: If Contractor, with the result that it does not pay its debts as they become due, or if a receiver shall be appointed for its business or its assets and not voided within 60 days, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then and forthwith thereafter, the City shall have the right, at its option and without prejudice to its rights hereunder, to terminate the contract.

4.6 Termination: If either party fails to fulfill in a timely and satisfactory manner their obligations under this agreement, or shall violate any of the covenants, conditions or stipulations of this agreement, which failure or violation shall continue for 30 days after written notice of said failure or violation is received by the offending party, unless the correction of such failure inherently requires a longer period of time and provided further that the applicable party is proceeding diligently to correct the failure, then the opposing party shall thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) days before the effective date of such termination.

In the event of termination, all finished work and documentation, complete and incomplete, shall, at the option of the Assessor, be delivered to the City. Contractor shall be entitled to the release of the performance bond and to receive just and equitable compensation for any work performed under this agreement completed prior to the date of termination.

Notwithstanding the above, in the event of termination, neither party shall be relieved of liability by virtue of its breach of this agreement.

4.7 Hold Harmless Agreement: Contractor shall, at all times, defend, indemnify, protect and save harmless, the City and its officers, agents and employees from any and all claims or demands for damage for bodily injury, including death or property damages sustained by any party, including officers, agents and employees of Contractor. Said hold harmless clause shall include, but not limited to investigation, defense and settlement or payment or judgment of any liabilities.

4.8 Severability: In the event any part of any clause or provision of this contract or contract specifications is judicially determined to be unenforceable, it shall be deemed severable from the remainder of that clause or provision and such remainder shall be binding upon the parties to this contract.

4.9 Misrepresentation or Default: The City may void this agreement if Contractor has misrepresented any offering or defaults on any contract with any Rhode Island municipality, or any other state. Contractor shall, also, immediately notify the City of any claim or case formally brought against Contractor.

5 COMPLETION DATE AND TIME SCHEDULE

5.1 Signing of Contract: Within 30 days after receipt of notice of acceptance by the City of its bid, as possibly revised by negotiations, Contractor shall execute with the City a contract in the form agreeable to the City and incorporating these contract specifications.

5.2 Changes and Subletting of Contract:

5.2.1 Changes: Contractor understands that changes in these contract specifications or in the contract will be permitted only upon written mutual agreement of Contractor and the City.

5.2.2 Subletting: Contractor shall not assign, sublet and/or transfer the contract or any interest or part therein without first receiving written approval from the City. It shall be mutually agreed and understood that said consent by the City, shall in no way release Contractor from any responsibility as covered in these contract specifications and contract.

5.3 Time Schedule: The revaluation work will be started; provided the City delivers maps, present records with owner's addresses, property transfers and building permits at the convenience of Contractor, but no later than June 1, 2014 and will continue in a diligent manner so as to ensure completion within the schedule of completion dates set forth below:

5.3.1 Completion Dates: Contractor will complete the following phases of the revaluation in accordance with the following schedule:

5.3.1.a Complete preliminary land study by October 15, 2014 or earlier.

5.3.1.b Complete preliminary building cost manual by October 30, 2014 or earlier.

5.3.1.c Full Field Review Completed by December 31, 2014.

5.3.1.d Complete study of market rents, expenses, and capitalization factors by January 15, 2015.

5.3.1.e Deliver completed CAMA database, integration of CAMA software. Real Estate Property cards with sketches, measurements, listings, pricing, and suggested values to the Assessor by January 30, 2015.

5.3.1.f Assessor completes review and final adjustments made for real property no later than February 14, 2015.

5.3.1.g Assessment notices mailed by February 21, 2015. (Contractor to pay postage)

5.3.1.h Informal hearings will begin no later than February 28 and end by March 21, 2015. The Contractor Completes all Field Work resulting from hearings before March 27, 2015.

5.3.1.i Notices of results finalized after the informal hearings are to be mailed out, computer file is updated and final property record cards printed no later than April 13, 2015.

- 5.4 Assessment Date: The completed appraisals, upon approval of the Assessor, will serve as a basis for assessments, effective on the Grand List of December 31, 2014.
- 5.5 Delays: Contractor shall not be liable for delays caused by reasons of war, strike, explosion, acts of God, order of court or other public authority.

6 PAYMENT SCHEDULE

- 6.1 Periodic Payments: Payments shall be paid in the following manner: 30 days after the execution date of this contract and at the end of each 30 day period thereafter covered by this contract, Contractor will certify, by written progress report to the Assessor, the percentage of total work completed during the said 30 day period. The City will review each report and within ten business days of receipt, either approve it for payment as follows or return it to Contractor with a written statement of reasons for its rejection. Upon determination by the Assessor that Contractor's work during said period is accurate, will pay Contractor a percentage of the total contract price equal to the percentage of work performed less 10 percent, which is to be retained by the City to ensure full and satisfactory performance of the contract.

If the Assessor determines that Contractor's progress report is inaccurate, the Assessor shall give written notice as stated above, specifying exactly what is unsatisfactory by item, and Contractor shall make every reasonable attempt to correct the inaccuracy. The Assessor shall retain the right to delay payment, only for the specified item, until said item is resolved to the satisfaction of both the Assessor and Contractor. Upon satisfactory resolution, the Assessor shall pay Contractor said amount due, less 10 percent.

Upon completion of the duties by the Assessor that Contractor has performed fully and satisfactorily all its obligations and requirements under the contract and/or contract specifications, the retained 10 percent of the contract price will be paid to Contractor.

- 6.2 Suggested Schedule and Percentage of Completed Work:

The Schedule is to be provided by the Contractor and approved by the Assessor.

% OF TOTAL STAGES OF COMPLETION PROJECT COST

- 6.2.1 Planning & organization
- 6.2.2 Sales & Building Permits Data Collection and Data Entry
- 6.2.3 Residential analysis and valuation
- 6.2.4 Commercial analysis and valuation
- 6.2.5 Field review
- 6.2.6 Informal Hearings Notices & Interviews

6.2.7 Project finalization

6.2.8 TOTAL

7 RESPONSIBILITIES OF CONTRACTOR

7.1 Public Relations: Contractor recognizes that good public relations are required in order that the residents and taxpayers of the City may be informed as to the purpose, benefits and procedures of the revaluation program. Contractor shall provide reasonable assistance to the Assessor in conducting a program of public information through the press and other media, such as meeting with citizens, service clubs and property owner groups as a means of establishing an understanding of, and support for, the revaluation program and sound assessment administration. Contractor shall supply visual aids and other media at its disposal to this end. All public releases will be approved by the Assessor prior to its release.

7.2 Conduct of Contractor Employees: As a condition of this contract, Contractor's employees will, at all times, treat the residents, employees and taxpayers of the City with respect and courtesy; Contractor shall take appropriate and meaningful disciplinary measures against those who persistently violate such terms of this provision.

7.3 Records:

7.3.1 General Provision: Contractor will provide all record cards, street cards, owner cards, supplies, equipment, forms, literature and papers to be used in this project at no additional cost to the City.

Contractor may, at its option and at no cost to the City, utilize computers for its information processing, provided that the computer and appropriate machine-readable databases (such as magnetic tape and/or other automated storage media) are located in the City, or elsewhere if the Assessor gives his prior written consent with whatever conditions and reservations he may deem appropriate to the interest of the City.

7.3.2 Additional Supplies: All forms shall be subject to approval by the Assessor as to format, design, content, shape, size, color, quality and quantity.

7.3.3 Records are City's Property: The original or a copy of all records and computations, including machine-readable database, made by Contractor in connection with any appraisal of property in the City shall, at all times, be the property of the City and, upon completion of the project or termination of this contract by the City, shall be left in good order in custody of the Assessor. Such records and computations shall include, but not be limited to:

7.3.3.a Tax maps

7.3.3.b Land value maps

7.3.3.c Materials and wages, cost investigations and schedules

- 7.3.3.d Property Record Cards with final valuations and separate sketch cards, (if any)
- 7.3.3.e Sales data
- 7.3.3.f Capitalization rate data
- 7.3.3.g Depreciation tables
- 7.3.3.h Computations of land and building values
- 7.3.3.i All forms of correspondence including letter or memoranda to individuals or groups explaining methods used in appraisals
- 7.3.3.j Operating statements of income properties
- 7.3.3.k Duplicate of hearing determination notices
- 7.3.3.l Duplicate notice of change.
- 7.3.3.m All software and documentation for the complete operation of the CAMA System.

7.3.4 Assessor's Records: Contractor will use a system approved by the Assessor for the accurate account of all records and maps which may be taken from the files of the Assessor in connection with appraisal work. All such records and maps shall be returned immediately. None of the Assessor's records shall be taken outside of the corporate limits of the City without prior written permission of the Assessor. The Assessor will permit Contractor to copy all residential building sketches from existing field cards, together with the outside dimensions of all auxiliary buildings such as garages, barns, sheds and swimming pools. Contractor will be permitted to copy and sketch all commercial and industrial properties which are presently outlined on existing Assessor's field cards.

7.3.5 Property Record Cards: Contractor will complete property record cards.

7.3.6 Valuation Information (Property Record Cards): These cards shall contain all manner of information affecting value, including, but not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with unit of value applicable to each, public utilities available, public improvements, zoning regulations in effect as of the assessment date.

7.3.7 Sketches: Contractor will sketch all physical improvements, giving a listing of all interior and exterior construction details, quality of construction, age, condition, replacement values, percent of physical and functional depreciation, depreciated values, fair market value. Sketches of buildings, including dwellings, shall be drawn to scale with dimensions given on the street card.

- 7.4 Assessment Notices: At the close of the revaluation, a notice shall be sent, at Contractor's expense including envelope by First Class Mail, to each owner of record, setting forth the valuation that has been placed upon the property identified in the notice, provided old assessments are provided on magnetic media. Further, enclosed with such notice shall be a letter specifying the dates, times and place of the informal public hearings. Such notices and letters shall be subject to the prior written approval of the Assessor. A duplicated copy, arranged alphabetically by the owner's name, shall be left with the Assessor.
- 7.5 Informal Public Hearings: At a time mutually agreeable to the Assessor and Contractor, but following completion of all review work by the Assessor and Contractor, Contractor will hold informal public hearings at such times and at such locations as the Assessor may specify so that owners of real property, or their legal representatives, may appear at specified times to discuss with qualified members of Contractor's staff the manner and methods of arriving at value. Informal public hearings, at the Assessor's discretion, may be held on weeknights and Saturdays.

Contractor will provide a sufficient number of qualified personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer shall be given consideration and adjustments shall be made where warranted. The public hearings shall be completed by March 21, 2015.

Contractor will, at its own expense by First Class Mail, notify each taxpayer who has appeared at an informal public hearing of the results of that hearing as soon as the results are determined, and the form of such notices shall be subject to the prior expressed approval of the Assessor.

- 7.6 Board of Assessment Appeal: Contractor will have a qualified member or members of its staff with first hand knowledge of the project and Contractor's duties under the contract, available upon request, for attendance at any deliberations of the Board of Tax Review held after the completion of the revaluation, Sunday's excluded, to assist in the settlement of complaints and to explain the valuations made; but such availability and attendance shall not be required after the date for the completion of the duties of the Board Assessment Appeals with respect to the December 31, 2014 Grand List, or for one complete calendar year beyond completion of the revaluation, whichever comes first.
- 7.7 Litigation: In the event of appeals to the courts, Contractor will furnish a competent witness/witnesses with firsthand knowledge of this project and Contractor's duties under the contract to defend the valuation of the properties appraised; it being understood that Contractor shall furnish said witness/witnesses on any court action for 2 days at no charge, after the initial 2 days, a per diem rate of \$100 will be charged. Contractor will provide supporting data, including written appraisals if deemed necessary by the Assessor, for any said court appeals. Contractor will also comply with any request by the City to answer any interrogatories, provide witnesses for depositions or to otherwise participate in the discovery process pertaining to any litigation described in the first sentence in this paragraph.

Contractor shall not be held responsible for any assessments changed from the original revaluation figure by parties other than Contractor, unless the figure determined by Contractor was unreasonable, unsupportable or erroneous in the view of the Assessor.

7.8 Building Cost Schedules:

7.8.1 General: Contractor will prepare building cost schedules for usage in the program hereinafter specified. These schedules will reflect the unit-in-place method, based upon square foot or cubic foot area of building, as applicable. These schedules shall be used in computing the replacement cost in the City for all residential, commercial, industrial and farm construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead, profit, engineer and architect fees, and all other direct and indirect costs of construction. Before final acceptance, they shall be proven by testing against known sales. All finalized schedules shall be approved by the Assessor before their adoption and usage by Contractor.

7.8.1.a Residential: Residential cost schedules will include schedules for various classifications, types, models and story heights normally associated with the residential buildings. The schedule will be flexible, with special sections reflecting the various additions and deductions for construction components from the base specifications such as insulation, wall and floor types, interior finish, etc., along with prices for different types of heating systems, bathrooms, fireplaces, porches, breezeways, attached and unattached as well as basement garages, and schedules for other building improvements usually found on residential property (swimming pools, barns, sheds, garages, tennis courts, greenhouses, solar designed, etc.)

7.8.1.b Commercial: Commercial building cost schedules shall be prepared in unit costs of materials in place and charted on a per square foot basis and shall be prepared for various story heights and contain all additions and deductions for construction components from base specifications.

7.8.1.c Industrial and Special Structures: Cost schedules for industrial and special purpose structures shall be prepared in unit costs of material in place and charted on a per square foot basis, and shall be prepared to contain all the additions and deductions for construction components from base specifications.

7.8.1.d Farm: Cost schedules for farm structures shall be prepared for square foot and cubic foot costs for various types of farm buildings including, but not limited to: barns, sheds, silos, milk houses, coops, etc.

- 7.9 Depreciation Schedules: The depreciation schedules or methods Contractor will use in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of building according to classification. These schedules or methods shall cover residential, commercial, industrial and farm buildings, and shall be approved by the Assessor prior to their use by Contractor.
- 7.10 Schedules for City: Contractor will supply and leave for the City not less than three copies of all the above required building cost schedules and depreciation schedules for the City's usage, one copy of which shall be turned over to the Assessor upon approval of the schedules, as outlined herein. The schedules shall be in the form of a bound manual.

8 APPRAISAL SPECIFICATIONS

- 8.1 Appraisal of Land: Contractor will appraise all land within the City: residential, vacant, commercial, industrial, agricultural, special use, public utility, and tax exempt.

- 8.1.1 Land and Value Study: Land shall be valued on the basis of an analysis of all sales data occurring during the two year period prior to December 31, 2014. The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the Assessor.

Contractor shall make a careful investigation of this data and shall consult owners, realtors, banks and other sources of information relative to sales of property within the City. All factors affecting the final value of land shall be considered, such as: location, zoning, inland wetlands, topography, soil condition, size, shape, view, utilities, vacancy, etc.

Non-conforming uses and zoning variances shall be considered in establishing values. A brief description of each lot or parcel of land, together with the valuation computations, shall be entered on the field record card.

- 8.1.2 On-site Inspections: Contractor will make a physical inspection of those that had an arms-length sale or received a building permit during the last 12 months, and make necessary adjustments in value. Contractor will also be responsible for all associated data entry.
- 8.1.3 Land Value Units: Contractor will prepare land unit values, subject to the approval of the Assessor, by front foot, square foot, acreage or fractional acreage, or site value, whichever, in the judgment of the Assessor, most accurately reflects the market for the appraised land.
- 8.1.4 Land Value Map: Contractor will delineate the approved land value units on all streets and acreage in the City on a suitable map to be provided by the City. The land value map shall be returned to the City prior to the completion of the revaluation contract.
- 8.1.5 Neighborhood Delineation: After consideration of the environmental, economic and social characteristics of the City, Contractor will, with the

cooperation and approval of the Assessor, delineate "neighborhood" units within the City. Each neighborhood unit will, in Contractor's opinion, exhibit homogeneous characteristics. Each neighborhood unit will be assigned a separate identification code which will be used for valuation. These neighborhood numbers shall be recorded and maintained on street cards and the computer database.

8.2 Appraisal of Residential Buildings and Structures:

8.2.1 Field Review: All properties shall be reviewed in the field by Contractor's personnel qualified as reviewers, as previously prescribed in these contract specifications. The properties shall be reviewed for classification, correct listing of information, final value and to assure that they are correlated to comparable properties. The Assessor shall be notified of the dates of reviewing and be entitled to accompany the reviewers during this phase of the revaluation.

8.2.2 Pricing and Valuation:

8.2.2.a Fair Market Value: Pricing and valuation of all land and buildings must reflect the fair market value as of December 31, 2014 and shall be done from and in accordance with the previously approved manuals and schedules and these contract specifications.

8.2.2.b Final Valuation: The final valuation shall be the fair market value of the structure plus the market value of the land; such fair market values to be as approved by the Assessor. In arriving at the fair market value of the structures, replacement cost less depreciation from all causes may be considered, along with all other factors affecting the value of the property, all of which shall be noted on the street card.

8.3 Appraisal of Commercial, Industrial, Public Utility and Special Purpose Properties:

8.3.1 General: All commercial, industrial, public utility and special purpose buildings shall be inspected, classified, priced and reviewed in the same manner as residential properties as set forth above, except that the dimensions of all buildings shall be to the nearest foot and the height of the building shall also be recorded on the street card.

8.3.2 Description: All buildings shall be identified and described as to component parts of construction, size, area, age, usage and present occupants(s) on the proper forms, as previously prescribed in these contract specifications.

8.3.3 Income Approach: Income and expense data gathered by the City shall be utilized by Contractor for income producing properties. Any income and

expense data, with accompanying summary reports and rent schedules, when used by Contractor shall become the property of the City.

All information filed and furnished shall not be of public record and is not subject to the provisions of (Freedom of Information) of the Rhode Island General Statutes. From these returns and other data sources, Contractor will establish market or economic rent and expenses for income producing properties.

Contractor shall also develop capitalization rates by investigating sales and income data. Contractor shall establish rates for various classes of property which the City may elect to have checked by bankers, investors and appraisers to ensure their accuracy. When the rates and methods have been approved by the Assessor, Contractor will perform the income approach by using both actual and economic income and expenses.

8.3.4 Yard Improvements: All yard improvements shall be listed and valued separately.

8.3.5 Fixed Equipment: All fixed machinery and equipment serving a building and taxable as real estate shall be listed within that building and priced in accordance with procedures as outlined in the applicable price schedule. If a question exists whether certain machinery or equipment is taxable as real estate, Contractor shall bring that question to the attention of the Assessor to be bound by his/her determination.

8.3.6 Review: A final review and inspection shall be made in the same manner and for the same purposes as prescribed for residential properties. The reviewer shall be competently trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building for which he/she is responsible.

8.4 Control and Quality Check:

8.4.1 Field Checks by Assessor: The Assessor shall spot check, in the field, properties picked at random by him/her, with or without Contractor's supervisor.

8.4.2 Building Permits: The Contractor shall inspect properties which had a building permit issued in the past 12 months. The Assessor shall screen and make available to Contractor all building permits or copies thereof issued during the course of the revaluation to determine that all new construction, additions and remodeling have been included in Contractor's appraisals.

8.4.3 Incomplete Construction: Contractor will plainly tab, with filing tabs approved by the Assessor, all property cards which have incomplete improvements on the December 31, 2014. The street card shall show the percentage of completion and reflect the percentage of completion in the valuation as of that date.

9 RESPONSIBILITIES OF THE CITY

- 9.1 Nature of Service: It is clearly understood and agreed that the services rendered by Contractor are in the nature of assistance to the Assessor and all decisions as to proper valuations, taxable or tax exempt, shall rest with the Assessor.
- 9.2 Cooperation: The Assessor, City and City employees will cooperate with and render all reasonable assistance to Contractor and its employees.
- 9.3 Items Furnished by the City: The City shall furnish or make available the following:
- 9.3.1 Maps: The City shall furnish one set of updated City tax maps showing street, property lines and parcel identification numbers.
- 9.3.2 Land Dimensions: The City shall make available to Contractor lot sizes and total acreage of all pieces of property where the maps or present records fail to disclose measurements or acreage.
- 9.3.3 Zoning: City shall make available current City building zone regulations and zoning map.
- 9.3.4 Record Cards: The City will make available the present street cards only for the copying by Contractor of the following data: owner of record, location of property, address of owner, deed references, map and lot reference, age and date of construction of all buildings, lot size or amount of acreage of properties.
- 9.3.5 Property Transfers: Contractor will make available to the City the street cards on a regular basis for an updating of this information listed in Sub-Section D of this section for all property splits and transfers occurring after the initial typing of the new street cards by Contractor.
- 9.3.6 Building Permits: The City shall make available all building permits or copies thereof during the course of the revaluation project up to December 31, 2014. All building permits shall be returned to the City.
- 9.3.7 Identification: The City shall furnish letters or cards of introduction and authority to inspect real estate in the City.
- 9.3.8 Signing of Communications: The City shall sign, by the Assessor or Chief Executive Officer, communications to be mailed at Contractor's expense for the purpose of contacting a property owner for inspection of the property and for the purpose of obtaining the property owner's income and expense information if such is needed for the income approach to value of commercial or industrial properties.
- 9.3.9 Mailing Address: The City shall make available, through the Assessor's and/or Tax Collector's Office, the current mailing address of all property owners.

9.3.10 Office Space: The City shall furnish to Contractor sufficient office space to carry out the terms of this contract. If the City is unable to provide space, the City will reimburse Contractor for leased space, subject to the City's approval for appropriateness and cost.

9.3.11 Media: The City shall have information above available on magnetic media for the purposes of creating a legal file on Contractor's computers during initiation.

9.3.12 Obligation to Keep Current: The City shall continuously and currently update the information specified above.

9.3.13 Sales Information: The City shall continuously and currently provide copies of all sales information available to it with respect to transfer of parcels.

10 TRANSMITTAL OF RECORDS TO THE ASSESSOR

Regular periodical delivery of appraisals, as completed and in accordance to a schedule agreeable to the Assessor shall be turned over the Assessor for review. All appraisals of buildings either completed or under construction and all completed and corrected records shall be turned over to the Assessor as of April 13, 2015. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of December 31, 2014.

This information and/or appraisals and records shall not be made public until after the informal public hearings, except to the extent public access may be compulsory under the provisions of the applicable law.

It is understood and agreed that the reappraisal of properties covered by this agreement shall conform to the procedures and technical requirements of the Assessor, unless otherwise provided herein. Contractor, through its supervisor, shall be responsible to the Assessor and, at regular intervals, shall meet with said Assessor to discuss the progress and various other details of the project.

5.0 - Insurance

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

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

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

The vendor shall maintain and keep in force such Workers' compensation insurance limits as required by the statutes of the State of Rhode Island, and Employer's Liability with limits no less than \$500,000.

6.0 - Acknowledgement of Risk & Hold Harmless Agreement

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

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

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

7.0 - Additional Insurance Requirements

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

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

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

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

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

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

8.0 - Proposal Content and Organization

Pricing must include all costs as specified in this solicitation. Pricing for this proposal must be indicated on the Bid Form in Section 12.0 and must be submitted in a separate, sealed envelope marked with the words "Pricing Proposal". Only one pricing proposal needs to be submitted.

All Bid Forms must be signed.

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

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

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

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

- Bid Form
- Company overview

Length of time your firm has been in business
Length of time at current address
All licensing (List types and business license number(s)), certification and permits
as required in the Scope of Work

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

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

9.0 - Evaluation Criteria

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

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

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The City of Pawtucket may elect to require presentations(s) by vendors in consideration for award.

Proposals will be evaluated in three (3) phases:

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

<u>Evaluation Criteria</u>	<u>Importance</u>
Experience/Qualifications	35%
References	35%
Cost	30%

3. The third is a comparison of each proposal's weighted evaluation relative to the costs proposed.

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

10.0 - Miscellaneous

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

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

The City of Pawtucket reserves the right to cancel an agreement with the Vendor with thirty (30) days written notice and to award the contract to the next highest evaluated bidder.

The City of Pawtucket reserves the right to renegotiate the terms of this contract with the Vendor for subsequent years provided the Vendor agrees to the contract terms for the renewal period.

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

The City reserves the right to pay the selected Vendor via credit card at its sole discretion.

11.0 – Bid Form

14-020 - Statistical Reappraisal Services

Date: _____

Submitted By: _____

(Include Name, Address and Telephone No.) _____

Name and remittance address that will appear on invoices:

Physical address of business:

General Information

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

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

Is your firm incorporated? ____ Yes ____ No

Will any of the work spelled out in this 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 the Bidding Documents have been considered and all costs are included in the Bid Sum.

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: _____

Bid Form Signature

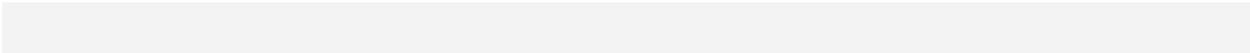
(Bidder Name – Please Print)

By: _____

(Signature)

Title: _____

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



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:

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.

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

23. **CERTIFICATION OF FUNDING**
The Director of Finance shall provide certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.
24. **UNUSED BALANCES**
Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the City of Pawtucket's sole option.
25. **MINORITY BUSINESS ENTERPRISES**
Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the City of Pawtucket reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:
- a. the offer is fully responsive to the terms and conditions of the Request, and
 - b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
 - c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise.
26. **PREVAILING WAGE REQUIREMENT**
In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.
27. **EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION**
Contractors of the City of Pawtucket are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.
28. **DRUG-FREE WORKPLACE REQUIREMENT**
Contractors who do business with the City of Pawtucket and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.
29. **TAXES**
The City of Pawtucket is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.
30. **INSURANCE**
All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on City of Pawtucket premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:
- a. Comprehensive General Liability Insurance
 - 1) Bodily Injury \$500,000 each occurrence/ \$1,000,000 annual aggregate
 - 2) Property Damage \$500,000 each occurrence /\$500,000 annual aggregate

- Independent Contractors
Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations
Completed Operations
Personal Injury (with employee exclusion deleted)
- b. Automobile Liability Insurance
Combined Single Limit not less than \$150,000 each occurrence
Bodily Injury
Property Damage, and in addition non-owned and/or hired vehicles and equipment
- c. Workers' Compensation Insurance
As required by the General Laws of Rhode Island.

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

31. **BID SURETY**

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

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

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.