



REQUEST FOR PROPOSALS

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

Item Description: One Stop Operator Services 2023-2025

MT: 40449

Date to be opened: April 24, 2023

Issuing Department: Workforce Solutions of Providence/Cranston

QUESTIONS

- Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to Purchasing Agent Chevell Burgess
 - Phone: (401) 680-5264
 - Email: Cburgess@providenceri.gov
 - Please use the subject line “RFP Question”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - Phone: (401) 680-5766
 - Email: gdiaz@providenceri.gov
 - Please use subject line “MBE WBE Forms”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
 - Stephen Boyle
 - Sboyle@providenceri.gov

Pre-bid Conference

Pre-bid conference will be held, Monday, April 10, 2023 @ 10:00 AM at 50 Sims Ave., Providence, RI

I. INSTRUCTIONS FOR SUBMISSION

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in the City Council Chambers, on the 3rd floor of City Hall.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the RFP and bid are related and must include the company name and address on the envelope as well.** (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have “**NOT A BID**” written on the envelope or wrapper.
- Only use form versions and templates included in this RFP. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

**Board of Contract and Supply
Department of the City Clerk – City Hall, Room 311
25 Dorrance Street
Providence, RI 02903**

****PLEASE NOTE:** This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is NOT requested to be provided in your initial bid by design.

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

II. BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at <http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 9-13) or on: <https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>*

***Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.**

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

*****Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.**

III. NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City’s [Open Meetings Portal](#).
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([RIGL Sec. 37-13-1 et seq.](#))
15. No goods should be delivered, or work started without a Purchase Order.
16. **Submit 3 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)

IV. **BID TERMS**

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance **must accompany** a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - a) A certified check for \$_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) A bid bond in the amount of _____ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default.
 - c) A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
 - d) No financial assurance is necessary for this item.
2. Awards will be made within **sixty (60) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

A. The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, RIGL 28-29-1, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.

V. BID FORM 1: Bidders Blank

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

1. _____ **Name of Bidder (Firm or Individual):** _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

Agrees to bid on (Write the "Item Description" here): _____

If the bidder's company is based in a state *other than Rhode Island*, list name and contact information for a local agent for service of process that *is located within Rhode Island* _____

Delivery Date (if applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: _____

Total Amount in Figures*: _____

** If you are submitting a unit price bid, please insert "Unit Price Bid"*

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title

VI. BID FORM 2: Certification of Bidder
(Non-Discrimination/Hiring)

A. _____ Upon behalf
of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on
this _____ day of _____ 20____.

Signature of Representation

Printed Name

VII. BID FORM 3: Certificate Regarding Public Records

A. _____ Upon behalf
of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify an understanding
that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

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

this _____ day of _____ 20____.

Signature of Representation

Printed Name

B. WBE/MBE Form Instructions

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

The goal for Minority Business Enterprise (MBE) participation is **10%** of the total bid value.

The goal for Women's Business Enterprise (WBE) participation is **10%** of the total bid value.

The goal for combined MBE/WBE participation is **20%** of the total bid value.

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

Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Bid Requirements:

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

Bidders who will be subcontracting: *In addition to the MBE/WBE Participation Affidavit*, Bidders who will be subcontracting must submit the *Subcontractor Disclosure Form* as part of their bid submission. All subcontractors, regardless of MBE/WBE status, must be listed on this form. Business NAICS codes can be found at <https://www.naics.com/search/>. Awarded bidders are required to submit

Subcontractor Utilization and Payment Reports with each invoice.

Waiver Requests:

- a) If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the *MBE/WBE Waiver Request Form* for review.
- b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to meet the city's goal of a combined 20% of MBE and WBE participation.
- c) If the contractor is a nonprofit organization, the City of Providence requires the nonprofit organization to provide the *MBE/WBE Participation Affidavit Form* and proof of its nonprofit status.
- d) If the contractor has researched the RI Certified minority list (<http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>) and the state does not have any companies in the desired trade, the City of Providence requires the contractor to provide the *MBE/WBE Participation Affidavit Form*.
- e) Waivers will be considered for approval on a case-by-case basis.

Verifying MBE/WBE Certification

It is the responsibility of the bidder to confirm that every MBE or WBE named in a proposal and included on a contract is certified by the Rhode Island Minority Business Enterprise Compliance Office. The current MBE/WBE directory is available at the State of RI MBE Office, One Capitol Hill, 2nd Floor, Providence, RI, or online at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide. Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Form Instructions:

Access all bid forms from <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>. Download the forms as blank PDFs. Once saved on your computer, fill them out using the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved properly. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

Assistance with Form Requirements

Examples of completed forms can be found on the City of Providence website at <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>.

Contract Requirements:

Prime contractors engaging subcontractors must submit the *Subcontractor Utilization and Payment Report* to the City Department's Fiscal Agent with every invoice and request for final payment. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. This form is not submitted as a part of the initial bid package.

For contracts with durations of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non- MBE/WBE, the total amount paid to each subcontractor for the given period and to date, A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

Questions?

For more information or for assistance with MBE/WBE Forms, contact the City of Providence MBE/WBE Outreach Director, Grace Diaz, at gdiaz@providenceri.gov or (401) 680-5766.

C. MBE/WBE PARTICIPATION AFFIDAVIT

Project /Item Description (as seen on RFP):

Prime Bidder: _____ Contact Email and Phone _____

Company Name, Address and Trade: _____

Which one of the following describes your business' status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island? _____ MBE _____ WBE _____ Neither MBE nor WBE

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

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

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

I acknowledge the City of Providence's goals of supporting MBE/WBE certified businesses. Initial _____

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

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

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

Initial _____

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

Initial _____

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

Signature of Bidder

Printed Name

Company Name

Date

D. SUBCONTRACTOR DISCLOSURE FORM

Fill out this form only if you WILL SUBCONTRACT with other parties. If you will not subcontract any portion of the proposed bid, do not fill out this form.

Prime Bidder: _____ Primary NAICS _____

Code: _____

Item Description (as seen on RFP): _____

Please list all Subcontractors below. Include the total dollar value that you propose to share with each subcontractor and the dollar amount to be subcontracted. Please check off MBE and WBE where applicable. The directory of all state-certified MBE/WBE firms is located at www.mbe.ri.gov. Business NAICS codes can be found at <https://www.naics.com/search/>

Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
					\$
					\$
					\$
					\$
					\$
					\$
A. MBE SUBCONTRACTED AMOUNT:					\$
B. WBE SUBCONTRACTED AMOUNT:					\$
C. NON-MBE WBE SUBCONTRACTED AMOUNT:					\$
D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:					\$
E. TOTAL AMOUNT OF BID (SUM OF A, B, C, & D):					\$
F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Divide the sum of A and B by E and multiply result by 100).					%

Please read and initial the following statement acknowledging you understand. If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box (F) and the prime contractor is NOT a Rhode Island State-certified MBE or WBE, you must fill out the MBE/WBE WAIVER REQUEST FORM for consideration by City of Providence MBE/WBE Outreach Director. Initial _____
Required

Signature of Bidder

Printed Name

VIII. BID PACKAGE SPECIFICATIONS

**Workforce Solutions of
Providence/ Cranston**

**REQUEST FOR PROPOSAL
One-Stop Operator Services
2023-2025
Providence/Cranston Local Workforce
Development Area**

**ISSUE DATE: March 27, 2023
PROPOSAL RESPONSE DUE DATE: April 24, 2023– 2:15 P.M.**

**FUNDING PERIOD: July 1, 2023– June 30, 2025
with 2 one-year extensions based on performance**

Background:

The purpose of this Request for Proposal (RFP) is to identify and fund an organization in the Providence/Cranston Local Workforce Development area that will provide a high level of customer service for the delivery of workforce development programs/services and functional alignment of the American Job Center system for the local area.

WIOA funds are awarded to the Chief Elected Official (CEO) of a Local Workforce Development Area (LWDA) to serve two primary customers—job seekers and businesses through a One-Stop system branded as the American Job Center (AJC). The intent of Workforce Innovation and Opportunity Act (WIOA) is to strengthen the workforce system through innovation and alignment of services to promote individual and economic growth, meeting the business and industry needs in the area. One of the main purposes is to assist individuals with barriers to employment by increasing their access to employment, education, training and support so they may succeed in the labor market.

The Chief Elected Official of the Providence/Cranston Workforce Development Area has appointed Workforce Solutions of Providence/Cranston as the administrative entity to oversee workforce services in the Providence/Cranston Local Workforce Development Area. The Board is comprised of representatives of private sector employers, higher education, organized labor, non-profit organizations, and public entities and is entirely voluntary. The Board, in consultation with the Chief Elected Official, is responsible for the oversight and selection of providers to form partnerships with the Administrative Entity/Fiscal Agent, Workforce Solutions of Providence/Cranston (WSPC), in the delivery of Career Service elements for WIOA Title I Programs as specified in policy. All communication regarding contract deliverables will be made through the Administrative Entity/ Fiscal Agent designee and the Workforce Executive Director at Sboyle@providenceri.gov. To fully understand the work contained herein, a review of the WIOA final regulations is advised.

RFP COMPONENTS:

This RFP is seeking proposals from qualified entities with demonstrated expertise, and capacity to manage the WSPC One-Stop Center to ensure it is customer focused, welcoming and fully accessible to all, integrated with onsite and community workforce development services, and offers comprehensive solutions to job seekers, workers and businesses. The OSO will coordinate with WSPC and its partners to minimize duplication and promote seamless service delivery at the One-Stop Center that aligns with WIOA standards and the Local Workforce Plan.

The vision for the One-Stop Operator is a servant leader who works collaboratively with WSPC and our One-Stop Center partners to create a harmonious and productive space where excellent customer experience is the focus and center of all activity. The selected OSO will demonstrate partnership orientation, commitment to equity, diplomacy, an unbiased approach with all stakeholders, and knowledge of local needs and resources. As the keeper of goodwill and standards, the OSO will maintain operational oversight and functional leadership that aligns with partners to enhance services, making the WSPC One-Stop Center a vibrant foundation for workforce development in our community.

MISSION:

The Mission of the Providence/Cranston Workforce Development Board is to develop a quality workforce system to meet the needs of area employers and job seekers.

The local workforce area is an association of 2 municipal governments in the Providence/Cranston Workforce Development Area organized to advocate and promote economic and community development within the area.

The Providence/Cranston Local Workforce Development Area was founded to assist its members, local governments, by providing technical assistance, planning, and general staff support and to help local governments and other groups develop projects and activities to benefit the communities and citizens of the region.

Project Timeframe:

RFP Release	March 30, 2023
Bidders Conference: 50 Sims Ave, Providence, RI	April 10, 2023 10:00 AM
Bidders Questions: Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid to the Purchasing Agent, Chevell Burgess Phone: (401) 680-5264 Email: cburgess@providenceri.gov Please use the subject line " RFP Question" See Instructions for Submission.	
RFP Questions related to specifications of the RFP Send to Stephen Boyle Email: Sboyle@providenceri.gov	Submitted by: April 12, 2023 Responses by: April 18, 2023
Proposal Deadline: Bids may be submitted up to 2:15 PM on the April 24, 2023 at the Department of the City Clerk, Room 311, Providence City Hall, 25 Dorrance Street, Providence, Rhode Island. See Instructions for Submission.	April 24, 2023 – 2:15 P.M.
Selection Review Committee Recommendation	May 22, 2023
Notification to All Bidders of the Intent to Award	May 23, 2023
Contract Start Date	July 1, 2023

Eligible Applicants:

WIOA sec.121(d)(2) Eligibility – To be eligible to receive funds made available under this subtitle to operate a one-stop center referred to in subsection (c), an entity (which may be a consortium of entities) shall be designated or certified as a one-stop operator through a competitive process; and

- A. Shall be an entity (public, private, or nonprofit), or consortium of entities (including a consortium of entities that, at a minimum, includes 3 or more of the one-stop partners described in subsection (b)(1)), of demonstrated effectiveness, located in the local area which may include:
 - 1. An institution of higher education
 - 2. An employment service State agency established under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) on behalf of the local office of the agency
 - 3. A community-based organization, nonprofit organization, or intermediary
 - 4. A private for-profit entity
 - 5. A government agency or
- B. Another interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization

Exception – Elementary schools and secondary schools shall not be eligible for designation or certification as WIOA Title I, except that nontraditional public secondary schools and area career and technical education schools may be eligible for such designation or certification.

Additional Requirements – The State and local boards shall ensure that in carrying out activities under this title, WIOA Title I-

- A. disclose any potential conflicts of interest arising from the relationships of the operators with particular training service providers or other service providers;
- B. do not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training and education services; and
- C. comply with Federal regulation, and procurement policies, relating to the calculation and use of profits.

Further, the PCLWDB will declare entities **ineligible** if they are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Respondents must disclose any legal judgments, claims, arbitration proceedings, lawsuits or other legal proceedings pending or outstanding (unresolved) against the organization, its owners, officers or principals. Respondents must comply with Section 504 of the Rehabilitation Act of 1973, the Federal Drug-Free Workplace Act of 1988, and the Americans with Disabilities Act to be eligible.

Funding and Contracting:

Funds will be awarded to an entity for One-Stop Operator services, identified in the RFP. Funding sources of the award will include WIOA Title I / Infrastructure Funding Agreement (IFA). An initial contract to the successful respondent will be effective no later than July 1, 2023 through June 30, 2025. Subject to performance and fund availability, the selected contractor/contractors may be eligible for up to two (2) 1-year extensions with budget subject to PCLWDB approval.

The funding to oversee and deliver services of Providence/Cranston Local Workforce Development Area will originate from federal funding of Title I which at this time, has not been announced for program year 2023-2024. Funding can be subject to change per US DOL.

Funding Amount for One-Stop Operator is a not to exceed amount of \$175,000.00 per year. PCLWDB is looking for competitive responses that can meet the requirements of this proposal in a cost-effective manner.

All funding of this RFP is contingent upon the funding from State of Rhode Island and/or partner agreements having fund availability and may change based on increase/decrease in allocations, de-obligation of funds, and decisions of the PCLWDB.

This RFP does not include the provision for the purchase of equipment, but equipment may be added at a later time if appropriate. If funds are awarded for equipment the contractor must follow the City of Providence and PCLWDB procurement and inventory guidelines. the PCLWDB retains ownership of all equipment purchased through this contract. Respondent will be required to maintain an inventory schedule and submit quarterly to the PCLWDB.

For the awarded contract, the submitted proposal, with any negotiations, will become part of the official contract file. Any commitments made in the proposal will be part of the contract and will be binding on the contractor.

The contract will be awarded as a line-item cost reimbursement. Budget requests will be limited to salary, benefits, staff travel, operational supplies, and program operating costs. No expenses are reimbursable until on or after the date of a letter of authorization identifying the effective date of the contract. Monthly invoices must include documentation of expenditures. Invoices will be paid within a reasonable time after receipt of approved documentation.

The issuance of this solicitation in no way commits the PCLWDB to pay any cost for the preparation and submission of a proposal. The Bidder assumes all costs of preparation of the proposal and any presentation necessary for the proposal process. The PCLWDB may elect to reject all proposals if the scope of work is not adequately addressed, fund request is too high, or for other reasons deemed appropriate by the LWDB.

Delivery of Services:

This Request for Proposal is to provide ONE-STOP OPERATOR SERVICES for the American Job Center.

The One-Stop Operator at a minimum, must coordinate the service delivery of required one-stop partners and service providers. PCWDB may establish additional roles of one-stop operator, including, but not limited to: coordinating service providers across the one-stop delivery system, being the primary provider of services within the center, providing some of the services within the center, or coordinating service delivery.

A: General Responsibilities

Managing the daily operation of the AJC Building to include hours of operation, coordinating and scheduling facilities usage such as but not limited to classrooms, assessment and conference rooms.

Establishing an AJC Management Team among the One-Stop-Operator, the WSPC and the PCWDB and AJC partners for the purpose of discussing and addressing tactical and strategic issues related to AJC operations on a weekly basis through Management team meetings.

Staffing a single point of entry for customers and assisting with the development and coordination of a triage system for AJC customers that best directs them to the most appropriate services offered by the AJC partners. Staff must be bi-lingual.

Assist self service customers with use of the Resource Room for job search services.

Prepare and analyze reports related to One-Stop services for the PCLWDB (WIOA Oversight Committee) and WSPC, including but not limited to:

- a) Overall Traffic counts via OSO Greeter
- b) Customer sign-in to specific partners via OSO Greeter
- c) Registrations of Job Seekers via EmployRI.
- d) The recording of various activities in EmployRI.

B. Evaluate various customer experiences (including but not limited to employer, job seekers, and partner staff)

The One-Stop Operator will develop and initiate WSPC approved evaluation processes to determine customer experiences in the comprehensive center(s). Evaluation methods may include on-site, as well as on-line, must maintain confidentiality, and be timely to the customer experience. The PCLWDB will utilize results of on-going evaluations to assess services of the One-Stop Operator. This tracking system will maintain the status of the customers in the AJC system. The One-Stop Operator will share results with the AJC partners to celebrate successes and address opportunities for improvement.

C. Ensure coordination of partner programs

The One-Stop Operator will be responsible for the coordination of core and required partners, both on-site and off-site, for the comprehensive center, including, but not limited to the following activities:

Maintaining and updating a digital and hard copy listing of all partner programs, including a brief description of service and contact information to ensure that all staff in the AJC has up-to-date information for referral of customers.

Reporting changes in Memorandums of Understanding to the PCLWDB/WSPC to ensure agreements remain up-to-date.

Scheduling bi-weekly staff meetings with on-site partners and quarterly coordination and IFA meetings with off-site partners. In addition, One-Stop operator will coordinate and facilitate state or federal meetings as required.

Assist and review WIOA websites to ensure policy, procedures, updates, etc. to all partner staff. Facilitate monthly training sessions among AJC partners to ensure that each partner's programs are made known to all other partners including the AJC Counselors.

D .Act as liaison with the WSPC/PCLWDB and One-Stop Center

The One-Stop Operator will serve as liaison between the W S P C and partners of the American Job Centers, including resolving customer service complaints or partner issues, proposing promising practices and disseminating general communication of PCLWDB policy/procedures.

The One-Stop Operator will be required to provide any performance reports as deemed necessary by the PCLWDB and the WSPC, Executive Director. Additionally, bi-weekly updates and monthly One Stop Operator Monthly Status Reports shall be submitted to the WSPC, Executive Director for review.

E. Define and provide means to meet common operational needs (e.g. training, technical assistance, additional resources, etc.)

The One-Stop Operator will meet common operational needs of the comprehensive center by:

Developing and implementing instructional activities to promote excellence in customer service and other AJC related topics.

Providing technical assistance to staff and partner agencies to understand the vision, mission, goals and objectives of the WSPC/PCLWDB and the AJC.

Under the guidance of the WSPC, developing partnerships with community organizations, education, industry, etc. to provide access to additional resources such as loan of equipment, speakers for workshops, access to scholarships/services, donations for an "interview" clothes closet.

Work with career service providers and partners to cross train AJC staff, as appropriate, to increase staff capacity, expertise, and efficiency.

F.Oversee full implementation and usage of all State systems by all local areas

The One-Stop Operator will provide oversight of full implementation and usage of State systems in the American Job Centers by:

Working with all AJC partner staff (new & existing) to determine system access and skill levels.

Expediting requests for access and/or training with the State to ensure a seamless system of reporting for the AJC.

Coordinating with PCLWDB to determine performance and data validation concerns for staff using state system.

Providing technical assistance to AJC partner staff in usage of State systems.

G. Design the integration of systems and coordination of services for the site and partners

The One-Stop Operator will provide leadership of partners in the American Job Centers to design an integrated system that provides seamless coordination of services by:

Reviewing local, regional and State Plan to understand the vision of leadership.

Reviewing AJC Certification Application and Memorandum of Understanding to have a general knowledge of partner program services.

Meeting with representatives of all partner programs (internal and external) to assess similarities and differences.

Establishing a local workgroup to gather front-line experience and partner “buy-in” to develop an integrated customer flow and coordination of services.

Develop plan to be submitted to PCLWDB to ensure all AJC partners are contributing to the center through resource and staff time.

Service integration shall focus on serving all customers seamlessly, including any targeted populations as deemed by the PCLWDB, by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope and requirements of each partner program.

Ensuring that established cross referral procedures/protocols are being maintained by the AJC partners.

H. Plan and report responsibilities

The One-Stop Operator will develop adequate staffing plans for the American Job Centers reception desk and report responsibilities to WSPC, Executive Director and AJC partner staff leadership for approval. Staffing plans will ensure that customer service needs are met and include the flexibility to shift staff when necessary to meet demand. Staffing plans may include shared responsibilities including workshops, welcome function, assessments, etc. and should be equitable based on program benefit. Staffing plans should include contingency plans for when staff must be out due to sickness, vacation, scheduled training, etc

I. Market One-Stop Career Center services

The One-Stop Operator will assist in the marketing the American Job Centers (AJCs) services by:

Coordinating with the WSPC and all partners to ensure appropriate logos and messaging are included on any marketing materials or presentations.

Coordinating with WSPC and all partners to promote any special events such as open houses, job fairs, etc. Reaching out to community and business organizations to present services of the AJC for target populations, job seekers and business.

Evaluate branding throughout the Centers to ensure consistency and adherence to all federal, state and local mandates.

Coordinate with businesses to provide interview facilities and to develop specific employer job fairs to be held at the AJC.

J. Facilitate the sharing and maintenance of data; primarily the site, with emphasis on the State system

The One-Stop Operator will facilitate the sharing and maintenance of data in the American Job Centers, including but not limited to State systems by:

Coordinating with WSPC to determine applicable policies/procedures for data sharing and maintenance of Personally Identifiable Information (PII).

Establishing WSPC approved data sharing agreements between AJC internal and external partners to streamline customer service.

Training AJC staff on sharing and maintenance of data protocols, including PII and confidentiality.

Monitoring compliance with PCLWDB data sharing policies/procedures and Operator agreements to determine compliance and reporting any discrepancies to the PCLWDB.

K. Integration of available services and coordination of programs for the site with all partners

The One-Stop Operator will be the lead for integration of available services and coordination of programs for all partners, internal and external, of the American Job Centers including, but not limited to:

Designing and implementing a multi-partner orientation for customers.

Developing multi-partner materials to provide a comprehensive overview of all available services.

Developing workshop topics and other informational offerings to be delivered by all AJC partner staff or other entities.

Ensure technical assistance and cross training for all AJC partner staff to provide a seamless, positive experience when accessing services.

Requested Response / Narrative Requirements:

Executive Summary

Summarize your agency's proposal to provide services for One-Stop Operator and reasons why your agency is most qualified.

Narrative of Proposal-

- **Relevant Experience (50) Points**

Provide information about your organization, include concise summary of your experience and approach to overall project work. Include experience in day-to-day operations, implementing policies/systems, working with other providers of youth services, adult & dislocated worker services, and managing/meeting performance goals utilizing the EmployRI System or similar system.

- **Approach to Work (40) Points**

Describe your agencies approach to work and staffing/program management in accordance with the program guidance. Describe specific approaches to delivering services including a workflow/logistical model as an attachment. Describe the transitional plan, including how long before staff will be hired, trained and operational. Include the qualifications for new hires or experience of existing staff who will be assigned to the contract. Retaining existing or highly qualified staff will be considered in the scoring process.

- Fiscal Accountability & Budget (10) Points**

Provide an itemized budget to support the proposal including a detailed narrative explanation of each line item. Budget line items are limited to Salary, Benefits, Staff Travel, Supplies and Program Operating or Indirect. The agency should acknowledge the understanding that the contract will be “cost reimbursement” and explain how your entity will handle cash flow until reimbursed by the Fiscal Agent. In addition to the detailed narrative explanation Attachment B must be completed.

Providence/Cranston Workforce Development Area RFP Proposal Evaluation Form						
<u>Evaluation Criteria</u>						
Proposals for this project shall be evaluated using the following rank-ordered criteria:						
Bidders Name:			Bidder Cost:			
Evaluator Name:						
Subcategories			Bidder 1	Bidder 2	Bidder 3	Bidder 4
			Score	Score	Score	Score
Relevant Experience to include: technical/programmatic experience (30 Points) - Provide information about your organization, include concise summary of your experience and approach to overall project work. Include experience in day-to-day operations, implementing policies/systems, working with other providers of youth services, adult & dislocated worker services, and managing/meeting performance goals utilizing the EmployRI or similar system.			50 Points			
Approach to Work (30 Points) - Describe your agencies approach to work and staffing/program management in accordance with the program guidance. Describe specific approaches to delivering services including a workflow/logistical model as an attachment. Describe the transitional plan, including how long before staff will be hired, trained and operational. Include the qualifications for new hires or experience of existing staff who will be assigned to the contract. Retaining existing or highly qualified staff will be considered in the scoring process.			40 Points			
Provide an itemized budget to support the proposal including a detailed narrative explanation. Budget line items are limited to Salary, Benefits, Staff Travel, Supplies and Program Operating or Indirect. The agency should acknowledge the understanding that the contract will be “cost reimbursement” and explain how your entity will handle cash flow until reimbursed by the Fiscal Agent. In addition to the detailed narrative explanation Attachment B must be completed.			10 Points			
Signature			Date			

It is the responsibility of the proposing agency to ensure that the proposal is received prior to the deadline. Late submissions will NOT be accepted.

Read this document carefully. Your proposal must conform in all respects to the requirements contained herein. Proposals that fail to meet any of these requirements will be found non-responsive and be rejected.

The proposal must include the following required sections (1-9) and documentation in the order below:

- Section 1. City of Providence Bidders Blank
 - Section 2. MBE/WBE Participation Affidavit
 - Section 3. Proposing Entity Information Form (Attachment A)
 - Section 4. Executive Summary (2-page limit) See narrative requirements.
 - Section 5. Narrative of Proposal - Relevant Experience, Approach to Work, Performance & Accountability, Fiscal Accountability & Budget (12-page limit total).
 - Section 6. Budget & Budget Narrative (Attachment B and narrative pages)
 - Section 7. Organizational Chart of Proposing Entity Staffing, to include job descriptions & title
 - Section 8. Three (3) Letters of Reference who can verify experience. References should be for experience in the past five (5) years.
 - Section 9. Signed Conflict of Interest Form (Attachment C)
- Each proposal should meet the following format:

Bidders must describe whether current or newly-hired staff will provide services. This must be accompanied with resumes of current staff or title and job description of any new positions.

INSTRUCTIONS FOR SUBMISSION:

Bids may be submitted up to 2:15 P.M. on the above meeting date at the Department of the City Clerk. Room 311, City Hall. 25 Dorrance Street, Providence. At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in the City Council Chambers, on the 3rd floor of City Hall.

- Bidders must submit 2 copies of their bid in sealed envelopes or packages labeled with the captioned Item Description and the City Department to which the RFP and bid are related and must include the company name and address on the envelope as well. (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have "NOT A BID" written on the envelope or wrapper.
- Only use form versions and templates included in this RFP. If you have an old version of a form do not recycle it relative to the bid must be addressed to:

Board of Contract and Supply
Department of the City Clerk – City Hall,
Room 311 25 Dorrance Street
Providence, RI 02903

****PLEASE NOTE:** This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is NOT requested to be provided in your initial bid by design.

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

It is the responsibility of the proposing agency to ensure that the proposal is received prior to the deadline of April 22, 2023 by 2:15 P.M. Eastern Standard Time. Late submissions will NOT be accepted.

Evaluation and Award:

Applications will be evaluated by an Ad Hoc Committee of reviewers appointed by the PCLWDB Board Chairman and Workforce Solutions of Providence Cranston as the designated administrative entity. An entity's failure to submit a complete proposal or to respond in whole to RFP requirements will result in the proposal being deemed non-responsive and thus ineligible for funding. A proposal may also be deemed "non-responsive" if the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP, or the proposal is clearly not within the scope of the project described and required in the RFP. The PCLWDB reserves the right to cancel this procurement at any time, for any reason.

Scoring the Proposal:

All proposals will be scored according to the evaluation criteria included in the Requested Response section of this RFP. The PCLWDB is not required to contract with the entity receiving the highest average score or the lowest bid. The contract will be awarded based on the most responsive bidder whose offer is most advantageous to the PCLWDB with price and other factors considered. The award may be negotiated at the discretion of the PCLWDB or made on the basis of the initial bid/offer received, without discussions or requests for best and final offers.

Fiscal Review:

The PCLWDB may also conduct a fiscal review of all qualified proposals, review proposal budgets, agency audits, and responses to questions related to fiscal operations. The PCLWDB reserves the right to review and request further information regarding the respondent's financial situation, if not sufficiently outlined in the submitted documentation. The PCLWDB reserves the right to assess the risk posed by any recent, current or potential litigation, court action, investigation, audit, bankruptcy, debarment, receivership, financial insolvency, merger, acquisition, or other event that might affect an organization's ability to operate the requested program.

Past Program Performance:

The PCLWDB may review a respondent's performance on any previous and/or existing grant agreement(s) as well as check references submitted from other grantors. Achievement of grant agreement outcomes, along with compliance with technical, programmatic, fiscal guidelines, and timelines may be evaluated. The review team may perform an in-depth evaluation of all responsive proposals based upon the criteria herein. Prior to its final funding decision, the PCLWDB may also: 1) meet with representatives of the responding entity to discuss the proposed program and budget; 2) identify and/or negotiate program or budget changes the responding entity must make as a condition of funding; and 3) identify other documentation the entity must provide as a condition of funding.

Review Committee/Conflict of Interest:

Each member of the Review Committee must complete and sign a Conflict-of-Interest Disclosure Statement before participating in the scoring of proposals. Committee members are excluded from participating in discussion and rating of any RFP with which they have a conflict of interest.

No member of the board or other governing body, or representative of an entity who submits a proposal under this RFP may have any contact outside of the formal review process. This includes any employee of the PCLWDB or Fiscal Agent for purposes of discussing or lobbying on behalf of entity's proposal. This contact includes written correspondence, telephone calls, personal meetings, email messages, or other kinds of personal contact. The PCLWDB will reject proposals of those entities who violate this condition.

Notice of Award:

All respondents will be notified by email as to their award status. Unsuccessful respondents who wish to obtain information on the evaluation of their proposal should submit a written request to this effect to Stephen C. Boyle, Executive Director and the Providence/Cranston Local Workforce Development Board. Unsuccessful respondents are encouraged to re-apply in subsequent funding cycles.

ADDITIONAL INFORMATION

Oversight and Evaluation of Contractor:

Once an entity is selected and contract negotiated, the PCLWDB will periodically monitor and evaluate the selected entity to determine compliance and the quality service provided. External monitoring and evaluation may also be conducted periodically by the U.S. Department of Labor, Rhode Island Department of Labor and Workforce Solutions of Providence/Cranston, and any other agency that provides funding.

Accessibility and Equal Opportunity:

The PCLWDB is committed to equal access for all customers to all services. All contractors must ensure equal opportunity to all individuals. No individual in the PCLWDB shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any Workforce Innovation and Opportunity Act funded program or activity because of race, color, religion, sex, national origin, age, disability, English proficiency, sexual orientation, political affiliation or belief. All entities are expected to demonstrate full compliance with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and all other equal opportunity laws. This includes ensuring contract staff receive accessibility training, and may involve developing accessibility plans. All respondents must ensure all written materials and communications include the statement: ***“Reasonable accommodations and auxiliary equipment and services are available upon request.”***

Appeals process:

In the event of a disagreement resulting from the monitoring process, the contractor and/or sub-recipient may choose to file an appeal. A disagreement is considered to have reached the level of an appeal when an issue arises that is not easily coming to a point of resolution. It is the responsibility of the Workforce Solutions of Providence/Cranston (WSPC), Executive Director (or designee) to coordinate the dispute resolution to ensure that issues are being resolved appropriately through the appeal process:

1. Any disputes shall first be attempted to be resolved informally.
 2. Should informal resolution efforts fail, the appeal process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to WSPC regarding the conflict within ten (10) business days.
 3. The WSPC Executive Director shall place the dispute on the agenda of a special meeting of the PCLWDB. The Board of Directors shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Board members present.
 4. The decision of the Board of Directors shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the contractor and/ or sub- recipient agencies.
 5. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.
 6. The Board of Directors must provide a written response and dated summary of the proposed resolution to all parties within 10 days.
 7. The WSPC Executive Director (or designee) will contact the petitioner and the appropriate parties to verify that all agree with the proposed resolution.
-

Attachment A

Proposing Entity Information Form

Legal Name of Agency	
Number of Years in Business	
Identifier	FEIN#
	DUNS#
Type of Organization	
Address of Administrative Office	Address
	City/State/Zip
	Website URL
Address Local Office (LWDA) if different from Administrative Office	Address
	City/State/Zip
	Website URL
Principal of Agency (President/CEO/Executive Director)	Name
	Title
	E-mail Address
	Phone
Programmatic Contact Person	Name
	Title
	E-mail Address
	Phone
Funding Amount Requested	
Signatory Authority (may sign electronically if emailed for signatory authority account)	

Attachment B. Title 1 One-Stop Operator Budget

Salaries (OSO Staff)	\$
Benefits (OSO Staff)	\$
Travel	\$
Supplies (shared all AJCs)	\$
Operational (supplies, communication, etc.)	\$
Subtotal Program	\$
Administrative Indirect	\$
Program Indirect	\$
TOTAL BUDGET REQUEST	\$

Narrative: Please attach a narrative in explanation of each line item in detail to justify cost. Examples of explanations include job titles, wage rate, hours worked/charged to grant, types of benefits and rates, estimated mileage/visits to locations, office and other supplies, and agency program operation or indirect cost.

A computer, access to internet, printing and “hard line” phones will be provided at each AJC location.

If an agency is requesting reimbursement for program indirect cost, an approved indirect rate proposal from the cognizant agency must be included with the proposal. Program indirect cost will be a part of the competitive bid and subject to negotiation.

NOTE-

In compliance with the Stevens Amendment, funding details for program year 2022-2023 are provided as follows (Note: this includes carry forward funding from prior program years, as applicable):

The Workforce Innovation and Opportunity Act (WIOA) Adult Program is supported by the U.S. Department of Labor as part of an award totaling \$1,068,890.00 with \$0 (0%) state, local and/or non-governmental funds.

The WIOA Dislocated Worker Program is supported by the U.S. Department of Labor as part of an award totaling \$704,878.00 with \$0 (0%) state, local and/or non-governmental funds.

The WIOA Youth Program is supported by the U.S. Department of Labor as part of an award totaling \$1,250,180.00 with \$0 (0%) state, local and/or non-governmental funds.



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Attachment C

CONFLICT OF INTEREST FORM

By submitting a proposal, the authorized signatory authority of the bidding entity certifies to his/her knowledge and belief that there is no conflict of interest (real or apparent) inherent in the bid or in delivering the scope of work if the PCLWDB awards a contract. A conflict of interest would arise if any individual involved in the preparation of this proposal and delivery of services has a financial or other interest or would be likely to gain financially or personally from the award of a contract. The same would hold true for any member of the individual's family, partner, or an organization employing or about to employ any of the above as a direct result of the successful award of a contract under the RFP. The PCLWDB reserves the right to disqualify a bidding entity should a conflict of interest be discovered during the solicitation process.

Authorized Signature

Date

Name Printed

Title

Note: This form is a mandatory required document to be considered for the contract.



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SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

*This information is **NOT** requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.*

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.



**BOARD OF CONTRACT AND SUPPLY
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CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



**BOARD OF CONTRACT AND SUPPLY
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terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.