

RESOLUTION OF THE CITY COUNCIL

No. 28

Approved January 22, 2019

RESOLVED, That the Members of the Providence City Council
hereby Authorize Approval of the following Contract Extension Award by the
Board of Contract and Supply, in accordance with Section 21-26 of the Code of
Ordinances of the City of Providence.

FabNewport
(Policy Office)

\$236,000.00 for six months

IN CITY COUNCIL

JAN 17 2019

READ AND PASSED

PRES.

CLERK

I HEREBY APPROVE:

Mayor

Date: 1/22/19

City Hall, Room 310
25 Dorrance Street
Providence, RI 02903
P: 401.421.7740, ext 577
F: 401.351.1056



Office of the Internal Auditor

December 5, 2018

Ms. Lori Hagen
City Clerk's Office
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Lori:

I am writing to request that the following requested contract awards be submitted to the City Council and the Finance Committee for approval:

- **Policy Office:**
 - Request to extend contract with **FabNewport for six months** in the amount not to exceed **\$236,000.00** in accordance with Code of Ordinance Section 21-26 (e).
- **Public Safety:**
 - Request to piggyback State of Utah's Cooperative Contract with **FARO Technologies, Inc** for 3D Laser Scanner for 48 month payment plan at the rate of **\$1,582.50 per month** for a cost of \$75,960.00 in accordance with Code of Ordinance, Section 21-26 (c).

Sincerely,

A handwritten signature in cursive script that reads "Gina M. Costa".

Gina M. Costa
Internal Auditor

Cc: Micheal Borg, Director of Public Property
Molly Hannon Associate Director of Purchasing
Katherine Sabitini, Chief of Policy & Senior Advisor to the Mayor
Steven M. Pare, Commissioner of Public Safety
Elaine Richards, Deputy Commissioner
James J. Lombardi, III, Treasurer/Senior Advisor to City Council



Mayor of Providence

Jorge O. Elorza

November 29, 2018

The Honorable Jorge O. Elorza
Chairman, Board of Contract and Supply
City Hall
25 Dorrance Street
Providence, RI 02903

RE: Requesting Approval of a Contract Extension with FabNewport for Young Makers Initiative-Service Provider

ID Number: 16236

Original Opening Date: November 13, 2017

Dear Mayor Elorza,

The Policy Office respectfully requests approval to extend our contract with FabNewport for an additional six (6) months. The extension is not to exceed \$236,000. The Young Makers Initiative Service Provider was originally awarded on December 11, 2017 in the amount of \$425,000. The revised contract amount is \$661,000.

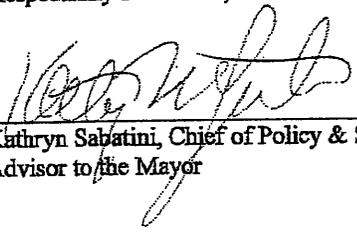
We are seeking an extension because of the success of the program, and the feedback received by partners highly recommends that the program be continued. A new Request for Proposals will be issued in the spring of 2019 to continue the provision of these services to the community

Funds in the amount of \$236,000 are available in account 101 916 534 99

FabNewport
1 York St, Newport, RI 02840

Original Contract Expiration Date: December 31, 2018
New Contract Expiration Date: June 30, 2019

Respectfully Submitted,


Kathryn Sabatini, Chief of Policy & Senior
Advisor to the Mayor

Financial Approval:

Minority Participation:
0% MBE, 0% WBE

Account Code: 101 916 534 99

City Hall, 25 Dorrance Street, Providence, RI 02903
Phone (401) 421-7740 Fax (401) 274-8240

YOUNG MAKERS INITIATIVE CONTRACT

The City of Providence ("City") and independent contractor, FabNewport, Inc. ("Consultant"), having an address of 1 York Street, Newport, RI 02840, enter into a contract on the 9th day of January, 2018

1. The City agrees to engage Consultant, and Consultant agrees to perform, in a manner satisfactory to the City, the following services:

This program will offer a learning network for youth and families, educators and organizations, utilizing the Providence Public Library and the nine Providence Community Library branches as community hubs. Workshops, classes and exploratory opportunities incorporating foundational and advanced tools and materials will be available with a particular focus on middle school-aged young people. Pathways in Digital Manufacturing, Digital Media, Programming and Physical Computing, Wearables, and Electronics will be offered, each with clearly defined stages and skill sets.

Library staff, high school apprentices from the Providence public high schools, and other community partners will be trained by Consultant in Maker-Centered Learning as coaches and teachers, allowing them to gain technical expertise which can then be shared with young people.

Consultant will utilize Exploration Pods, Workshops, Studios, Classes, and Professional Development as programming components.

2. Unless discontinued earlier by the City, the Young Makers Initiative is to be implemented between January, 2018 and December 31, 2018. The parties may agree to continue the work for an additional year (January 1 – December 31, 2019) upon the expiration of the initial term.

The Consultant will agree to a launch of this program by March 5, 2018, in accordance with the payment schedule below

3. The City agrees to pay Consultant a fee of \$425,000.00 as compensation for services rendered. If the program is extended for a second year, the fee for 2019 will be \$236,000.00.

Payment Schedule	Amount
First Payment - January 2018	\$260,500.00
Second Payment - June 2018	\$164,500.00

4. The City shall review and approve, prior to use or dissemination, all marketing, branding, and communications materials. The City shall provide a written response (by email or other medium) within 10 business days of a request being submitted. The City shall not reasonably withhold approval. Any materials approved by The City may be redistributed at

a later date without further approval. Consultant may reference their involvement in the program in other materials without prior permission from the City.

5. The Consultant will be expected to purchase, or already have in-house, the appropriate technology needed for their program and will be responsible for the maintenance of the technology used during the length of their contract with the City of Providence. The City may seek a buyout as outlined below if the City chooses to keep the technology.

The Consultant shall work with a designated point of contact from the City to provide the following:

- Inventory of technology, hardware, software and peripherals purchased under the contract;
 - Supplies or consumables purchased under this contract to be turned over to the City;
 - Vendor contacts for both supplies and consumables, as well as maintenance and warranty contacts.
6. The Consultant is required to report on monthly statistics and provide an annual report regarding overall progress at the end of each program year for as long as the service has been contracted. All reports must be received by the City by the 15th of the following month.

Monthly report-out and annual report (templates to be provided by the City), include but are not limited to:

- Overall implementation progress, program highlights, and data related to:
 - Programs Offered
 - Enrollment (inclusion of demographics and school)
 - Student-level attendance and retention
 - Mastery of skills per the Apprentice Model of Learning
 - Youth development and/or satisfaction with the program
 - Updated budget expenditures.
7. This agreement shall be in effect from January 1, 2018 to December 31, 2018, unless terminated by either party at any time, with or without cause. In the event of termination by City or Consultant prior to completion of the contract, compensation shall be prorated on the basis of training actually completed, and Consultant shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

Consultant may not assign this contract to a third party without the written consent of the City. The City understands that multiple subcontractors, including the Providence Community Library, the Providence Public Library, the Rhode Island Museum of Science & Art, the University of Rhode Island 4-H Youth Program, Young Voices, and a website developer deemed acceptable by the City will be part of the service delivery.

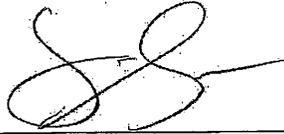
Consultant is not an employee of the City and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. The City shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Consultant.

Consultant agrees to hold the City of Providence harmless from any and all damages incurred by reason of Consultant's negligence or breach of contract, including without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one (1) and the same instrument.

IN WITNESS WHEREOF, the City of Providence and Consultant have executed this contract, effect the date first herein written.

For the City of Providence.

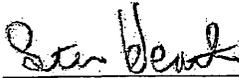


Jorge O. Elorza
Mayor

17
1/17/18

Date

FabNewport, Inc.

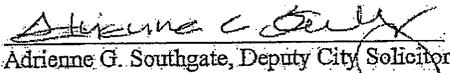


Steven Heath
Executive Director

1/9/18

Date

Approved as to form and correctness:



Adrienne G. Southgate, Deputy City Solicitor