

# RESOLUTION OF THE CITY COUNCIL

No. 206

Approved May 17, 2021

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(c) of the Code of Ordinances.

LISC

\$1,100,000.00

(Policy Office)

IN CITY COUNCIL

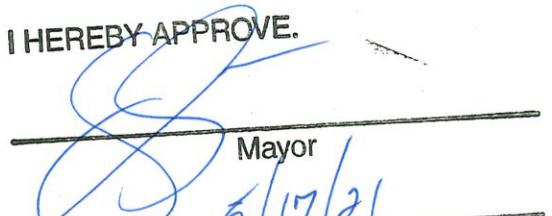
MAY 6 2021

READ AND PASSED

  
\_\_\_\_\_  
PRES.

  
\_\_\_\_\_  
CLERK

I HEREBY APPROVE.

  
\_\_\_\_\_  
Mayor  
Date: 5/17/21

Office of the Internal Auditor  
City of Providence



April 7, 2021

Mr. Shawn Selleck  
City Clerk's Office  
City of Providence  
25 Dorrance Street  
Providence, RI 02903

Dear Shawn:

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:**
  - Contract extension with **LISC** for a total amount not to exceed **\$350,000.00** in accordance with the Code of Ordinance, Section 21-26 (c);

Sincerely,

A handwritten signature in blue ink that reads "Gina M. Costa".

Gina M. Costa  
Internal Auditor

Cc: Brenda Almonte, Director of Public Property  
Alejandro Tirado, Associate Director of Purchasing  
Diana Perdomo, Chief of Policy  
James J. Lombardi, III, Treasurer/Senior Advisor to City Council



## CITY OF PROVIDENCE

Jorge O. Elorza, Mayor

April 22, 2021

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

**RE: Requesting Approval of a Change Order and Contract Extension with Local Initiatives Support Corporation (LISC)**

Minority Participation: 0% MBE, 0%WBE

Account Code(s):  
101-000-55980

Dear Mayor Elorza,

The Mayor's Office respectfully requests approval of a change order in the amount of \$350,000 to our contract with LISC for the City of Providence Early Learning Facilities Project and a term for one additional year beginning on July 1, 2021 and ending on June 30, 2022. The contract was originally awarded on March 30, 2020 and had an original expiration date of June 30, 2021 in the amount of \$750,000. With this change order, the new contract amount will not exceed \$1,100,000.

We are seeking an extension because the work LISC is currently conducting in the awarded facilities is enhancing the structural and quality standards of those facilities. LISC is making sure that these improvements are aligned with the Department of Human services guidelines as well as the Bright Stars Quality Rating System. Extending the contract will allow LISC to engage more Early Learning Facilities in their process of requesting improvements for their centers.

Funds in the amount of \$350,000 are available in account 101-000-55980.

Respectfully Submitted,

Diana Perdomo, Chief of Policy

Financial Approval:

### OFFICE OF THE MAYOR

Providence City Hall | 25 Dorrance Street Providence, Rhode Island 02905

401 421 2489 ph | 401 455 8823 fax

[www.providenceri.com](http://www.providenceri.com)

## Contract Extension Letter Checklist

This section is intended to be a reference of the necessary steps you need to complete before you submit a contract extension letter request to the Purchasing Division. Make sure you submit this page attached to your letter.

1. The contract is valid and active \_\_\_\_\_

If the contract has expired, then the department must go out to bid again or find another way to procure.

2. The contract is attached to the letter \_\_\_\_\_

3. Memo from the City Clerk's Office with the original award is attached \_\_\_\_\_

4. Memo(s) from the City Clerk's Office with previous extension(s) is(are) attached \_\_\_\_\_

5. Reach out to vendor(s) and request a letter stating that they are willing to extend the contract under the same terms and

- a. Vendor is willing to offer option years at a cost lower than the first year \_\_\_\_\_
- b. Vendor is willing to keep the same the prices \_\_\_\_\_

6. Letter from vendor is attached \_\_\_\_\_

7. The letter is on the appropriate letterhead \_\_\_\_\_

8. Account(s) and amount(s) are listed \_\_\_\_\_

- a. If funding comes from more than one account, the amount from each account is listed

\_\_\_\_\_

9. MBE and WBE participation complete \_\_\_\_\_

10. All the necessary signatures, except Finance, are in the letter \_\_\_\_\_

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: March 30, 2020

TO: Purchasing Director

SUBJECT: **CITY OF PROVIDENCE EARLY LEARNING FACILITIES  
PROJECT – OFFICE OF THE MAYOR**

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Director be authorized to engage Local Initiatives Support Corporation (LISC), 146 Clifford Street, #1, Providence, RI 02903, sole bidder, for the City of Providence Early Learning Facilities Project, in a total amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00), all in accordance with the offer of said firm submitted on February 18, 2020.

cc: Pur.Dir.  
Contr  
Mayor's Office  
File

A handwritten signature in cursive script that reads "Shawn Sellick".

City Clerk



Date: March 31, 2021

**Re: City of Providence Early Learning Facilities Grant**

To: City of Providence (Policy Department)

In the first year of administering the City of Providence Early Learning Facilities Grant we at LISC and its Rhode Island Child Care and Early Learning Facilities Fund (RICCELFF) have seen the impact health and safety improvements can make on the quality of care in both center-based and home-based child care settings in Providence.

Knowing the continued need for our providers, who are especially strained in the wake of the pandemic with critical focus of business sustainability and creating spaces that support reduced transmission of airborne illnesses and increase healthy and safety, we believe there is still much to do.

If there are additional funds dedicated to continue this work we would be thrilled for the opportunity to work in partnership with the City for another year. We will work with them to determine the terms and agreement for use of those funds to child care programs.

Thank you for your on-going support of the child care community!

Sincerely,

A handwritten signature in blue ink, appearing to read "Erin Cox".

Erin Cox, AIA  
Program Officer  
Rhode Island Child Care and Early Learning Facilities Fund  
LISC Rhode Island

## CONSULTANT SERVICES AGREEMENT

AGREEMENT entered into by and between Local Initiatives Support Corporation (“LISC” or “Consultant”) and the City of Providence (“City”) (collectively, “Parties”).

WHEREAS, the City is in need of a vendor to provide specialized assessment and technical assistance regarding renovation and construction projects in early learning facilities, including both indoor and outdoor environments, prioritizing licensing compliance and areas of major safety risks to children, and issue program improvement grants specific to improving such early learning facilities (“Project”); and

WHEREAS, the City issued a Request for Proposals (“RFP”) on January 21, 2020, attached and incorporated by reference, soliciting a consultant to provide such services; and

WHEREAS, LISC submitted a responsive bid on February 14, 2020, attached and incorporated by reference, agreeing to perform the services outlined in the RFP; and

WHEREAS, the Consultant has extensive experience on issues related to early learning facilities, is well-known and respected in the field, and is uniquely qualified for the work, including its role in administering both the *2014 Rhode Island Early Learning Facilities Needs Assessment* and the *2019 Rhode Island Early Learning Facilities Needs Assessment*; and

WHEREAS, the Board of Contract & Supply awarded the contract to LISC on March 30, 2020;

NOW, THEREFORE, the Parties agree as follows:

1. The services shall be provided in accordance with all of the provisions of this Agreement and the requirements set forth in the RFP and responsive bid, attached. Anything beyond the scope of work contained in the attachments will be made part of a separate agreement, signed and executed between the Parties. Said agreement will be governed by its own terms and not merged with this Agreement.
2. In consideration for the scope of work outlined in the RFP and responsive bid, the City agrees to pay LISC a total of \$750,000.00, comprising \$75,000.00 for LISC’s administration fee; \$75,000.00 for technical support to early learning centers; and \$600,000.00 pass-through grant funding.

Relative to Fund Disbursement, LISC may request full payment as an advance under this Agreement upon execution of contract by submitting a detailed, written invoice.

As a condition of receiving these funds, LISC will during the Term:

- Analyze and use data from the Needs Assessment to design high quality facilities supports for RI’s early learning programs.
- Provide expert facility assessment regarding renovation and construction projects in early learning facilities, including both indoor and outdoor environments, prioritizing licensing compliance and areas of major safety risks to children;
- Provide technical support to centers to develop plans to remediate physical space challenges related to licensing compliance.

- Agree to repay any funds previously conveyed by the City under this Agreement if LISC fails to implement the scope of work.

LISC will be responsible for reviewing and awarding Quality Improvement Grants (henceforth referred to as grants) to early care and education programs. LISC will work with the City of Providence to:

- Develop clear policies for reviewing applications, awarding money, and tracking grants.
- Disseminate information to early learning programs about grant award policies and review processes, including collaborating with each component of the program quality standards continuum (DHS Licensing, BrightStars, and RIDE CECE Approval) to ensure all eligible programs are informed of the grant process.
- In consultation with representatives from the City and the City Council, award and track grants, based on established policies, in a timely manner to ensure programs can increase their quality based on goals in the programs quality improvement plan.

LISC will also provide a final report to the City that details the awarding of grants and demonstrates how the grant recipients have made facility investments in order to increase the quality of early learning programming.

3. This Agreement shall commence as of the date of execution, and terminate on June 30, 2021 ("Term"). Should the City desire to extend the Term beyond the termination date, the Parties shall amend this Agreement in writing duly executed by both Parties.
4. LISC shall agree to permit the City's audit of its financial records pertinent to this Agreement throughout the Term and for three years after completion. Further, LISC will require a similar provision in its agreements with any early learning facility which receives grant or other funds, authorizing the City to audit the third party financial records. Such audits shall take place at mutually convenient times.
5. LISC shall convene a committee, including a City representative, as well as a City Council representative to provide oversight and approval for the granting of funds to early learning facilities.
6. The Consultant shall hold harmless and indemnify the City from and against any and all claims, costs and/or damages (including reasonable attorneys' fees and costs) arising from (i) any injury or damage to persons or property that may occur as a result of work performed in connection with its services under this Agreement, and (ii) any third party, including without limitation, grant recipients or subconsultants who may be engaged by the Consultant.
7. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:
  - a. Any breach or non-compliance by the Consultant with the conditions, provisions, obligations, duties, agreements, covenants, representations and warranties made and set forth in this Agreement and any/all accompanying documents, any documents incorporated by reference, as the same may be amended from time to time, as determined by the City in its sole discretion; or

- b. Any representation or warranty made or in any/all Consultant submissions or documents related to this Agreement is proven to be false or misleading in any respect, whether through commission or omission; or
- c. The City's refusal to make payment when the Consultant has fully performed.

Upon the occurrence of an Event of Default, each of the Parties may, at its option, send the defaulting party a Notice of Default stating that it has thirty (30) days to cure said default. In the event the defaulting party fails to cure said default within thirty days, the non-defaulting party may, upon ten (10) days' notice, terminate or suspend this Agreement, without presentment, demand, protest or notice of any kind, all of which are expressly waived by the Parties.

The Parties shall be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by each in collection of the moneys due under this Agreement or in the exercise or defense of its rights and powers under this Agreement.

- 8. In the event of any dispute or disagreement between the parties with respect to this Agreement, the Parties shall make a good faith effort to resolve the dispute within thirty (30) days of written notice by either party requesting a meeting to resolve the dispute. If the parties are unable to resolve the dispute within thirty (30) days, unless otherwise agreed to by the parties, the parties agree to engage in mediation of the dispute in Providence, Rhode Island by an independent and neutral person qualified to act as a mediator and selected by mutual agreement of the parties.
- 9. No delay or omission by the City to exercise any of its rights hereunder shall constitute an assent or waiver by it to or of Consultant's breach of or noncompliance with the terms of this Agreement, regardless of whether the City had knowledge of such breach or noncompliance, and no other assent or waiver, express or implied, by the City to or of any such breach or noncompliance shall be deemed as assent or waiver of any other or succeeding breach or noncompliance.
- 10. If any provision of this Agreement shall be deemed unenforceable or invalid, such provision shall not affect, impair or invalidate any other provision of this Agreement. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- 11. This Agreement is being executed and delivered in the State of Rhode Island and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Rhode Island, the City of Providence Home Rule Charter of 1980, and the Providence Code of Ordinances.
- 12. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by certified, registered mail, return receipt requested, or a commercially-acceptable overnight service, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

To the City:

Jillian Fain, Deputy Director of Youth & Education  
City of Providence  
25 Dorrance Street  
Providence RI 02903  
with a copy to:

Jeffrey Dana, City Solicitor  
444 Westminster Street, Suite 220  
Providence, RI 02903

To the Consultant:

Collette Williams, Vice President and Controller  
Local Initiatives Support Corporation  
28 Liberty Street, 34th Floor  
New York, NY, 10005

with a copy to:

Celayne G. Hill, Vice President and Deputy General Counsel  
Local Initiatives Support Corporation  
28 Liberty Street, 34th Floor  
New York, NY 10005

13. This Agreement and all incorporated attachments, addendums, and/or exhibits shall represent the entire agreement between the City and the Consultant and may not be amended or modified except in writing signed by each party.

Amendments shall make specific reference to this Agreement, will be executed in writing, and signed by duly authorized representatives of each party. Such amendments shall not invalidate this Agreement, nor relieve or release City or Consultant from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts. If such amendments result in a change in the funding, services, or scope of work schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed by duly authorized officials on this 9th day of June, 2020.

CONSULTANT:

CITY OF PROVIDENCE:

Celayne G. Hill  
Celayne G. Hill, VP & Deputy General Counsel  
Local Initiatives Support Corporation

  
\_\_\_\_\_  
Diana Perdomo, Director of Policy

Approved as to form and correctness:

Adrienne G. Southgate  
Adrienne G. Southgate, Deputy City Solicitor