

**TIVERTON WASTEWATER DISTRICT
400 FISH ROAD
TIVERTON, RI 02878**



REQUEST FOR QUALIFICATIONS

FOR

PROFESSIONAL PAYMENT PLAN MANAGEMENT AND RELATED SERVICES

PROPOSAL DUE DATE/TIME: OCTOBER 16, 2026 - NO LATER THAN 2:00 PM



TIVERTON WASTEWATER DISTRICT
400 FISH ROAD
TIVERTON, RI 02878

REQUEST FOR PROFESSIONAL PAYMENT PLAN MANAGEMENT AND RELATED SERVICES

The Tiverton Wastewater District (TWWD), is seeking proposals from qualified firms of certified public accountants and/or financial/payment management firms (hereafter referred to as the PAYMENT PLAN MANAGER or APPLICANT or FIRM), to perform collection of assessments on behalf of TWWD. Interested firms should respond to this request on, or before, the time due for submission. Each Applicant submitting proposals must be lawfully engaged in the practice of certified public accounting, OR collections and payment system processing in good standing, and with specific experience in the type of services requested herein within the State of Rhode Island.

One (1) original and two (2) copies of the proposal must be received by the TWWD, located at 400 Fish Road, Tiverton, RI 02878 **no later than 2:00 PM on October 16, 2026** from firms, to be eligible for consideration by the TWWD. Each proposal shall be submitted in a sealed envelope which is clearly marked:

Proposal for
Professional Payment Plan Management and Related Services

Copies of the RFQ documents and all future addenda are available, at no charge, on the TWWD's website at www.twwd.org.

The TWWD reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the TWWD, or to solicit and purchase on the open market if it is considered in the best interest of the TWWD to do so.

A Pre-bid conference will be held on 1:00 pm on October 7, 2026 at TWWD Offices, 400 Fish Road Tiverton RI 02878. From the date of issuance of this Request for Proposals until the opening of the received proposals. CONTRACTORS may not speak with TWWD or Town staff

about this RFQ. All questions or requests for clarification shall be filed in writing to Patricia Nannini, Office Manager via email at: pat@twwd.org no later than October 13, 2026, at 4:00 PM.

All questions will be answered by written Addenda which will be issued on the TWWD's webpage at <https://www.twwd.org/dashboard/bidding-opportunities/> and the State of Rhode Island's procurement page <https://purchasing.ri.gov/bidding/externalbidsearch.aspx> no later than October 14, 2026, at 4:00 PM. It is the responsibility of the proposer to check for any posted addenda and ensure that the submitted proposal includes said addenda. The TWWD is not responsible for any explanation, clarification, interpretation, or approval made or given in any other manner.

Failure to submit all information as detailed in the RFQ documents and/or submission of an unbalanced or incomplete proposal is sufficient reason to declare a proposal as non-responsive and subject to disqualification.

All requests for proposals are advertised, at the TWWD's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone	Web Address
Tiverton Wastewater TWWD	Posted on TWWD Website	400 Fish Road, Tiverton, RI 02878	401-625-6701	www.twwd.org
Rhode Island Division of Purchases	Purchasing Website	One Capitol Hill, 2 nd Floor Providence, RI 02908-5855	401-574-8100	https://www.ridop.ri.gov/bidboard/

TIVERTON WASTEWATER DISTRICT



Mark Nimiroski, Executive Director
October 2026

PROPOSAL DUE DATE/TIME: OCTOBER 16, 2026 - NO LATER THAN 2:00 PM

PROFESSIONAL PAYMENT PLAN MANAGEMENT AND RELATED SERVICES

The Tiverton Wastewater District (TWWD), is seeking proposals from qualified firms of certified public accountants and/or financial/payment management firms (hereafter referred to as the PAYMENT PLAN MANAGER or APPLICANT or FIRM), to perform collection of assessments on behalf of the TWWD for the next 5 years. The scope of services will include collection and management of assessments for recent sewer expansion construction. Interested firms should respond to this request on, or before, the time due for submission.

I. ENGAGEMENT OVERVIEW

1. GENERAL

The Tiverton Wastewater District requires outsourced assistance with collecting and managing sewer construction assessments related to the USDA Funded Phase 1 Sewer Expansion Project.

There is no expressed or implied obligation for the TWWD to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

All inquiries concerning these specifications should be addressed to Tiverton Wastewater District, Patricia Nannini, Purchasing Officer via phone (401) 625-6701 or email at pat@twwd.org.

During the evaluation process, the TWWD reserves the right to request additional information or clarifications from Applicants, or to allow corrections of errors or omissions. The TWWD reserves the right to award in part or in full to serve the TWWD's best interest. The TWWD also retains the right to reject any and all proposals.

Any representations made with the submission will be relied upon and if proven to be false will be grounds for termination of the contract, if awarded. False representations will also be grounds for forfeiture of all payments under the contract. This will not limit the TWWD from seeking any other legal or equitable remedies.

It is expected that selection of a firm and recommendation to award the contract will be presented to the TWWD Board of Directors at its regular meeting on October 26, 2026. It is anticipated that Contract Award shall occur to allow for a Notice to Proceed on January 1, 2027.

2. SCOPE OF ENGAGEMENT

The scope of work includes setup and management of sewer assessment accounts. Management of accounts shall include monthly billing and electronic payment receipt and account reconciliation in accordance with the following terms and conditions:

Terms and Conditions – TWWD Assessment Payment Plan

1. Applicant must be the legal homeowner of record.
2. The principal amount of the payment plan shall not exceed \$18,000 per service connection.
3. The payment plan term shall be 40 years consisting of 480 equal monthly payments based on the initial principal received.
4. There will be a one-time Initiation fee of 180.00 that must accompany the application. Or a fee to be determined upon creation of a new payment plan amount and length of time.
5. Monthly payments will be due on the 1st of each month.
6. Monthly payments received after the 10th of each month will be subject to a late fee of \$25.00
7. Grace period of 10 days will apply.
8. A \$5.00 fee will apply to all accounts to cover any fees associated with electronic payment will be paid by the Applicant
9. A \$5.00 fee will apply to accept a paper check or cash payment.
10. Paper invoice will not be generated, if a paper invoice is requested, a \$5.00 monthly fee will apply.
11. To calculate the early payoff amount, a \$100.00 fee will apply and is valid for 10 days
12. There is no income level requirement or owner-occupied restriction.
13. Returned payments for non-payment will be assessed a \$25.00 fee
14. Consistent with the previously signed user agreement already recorded, until the Assessment is paid in full, a lien will be placed on the property.

Any assessment account that is two (2) billing cycles delinquent in payment shall be reported to the TWWD so that it may pursue collections in accordance with its Water Shut-off Policy and Procedure (as adopted November 2014) and updated November 30, 2023.

The scope of work requires collection and storing of sensitive payment information for enrollment into automatic payment processing as well as ability to construct and/or operate software to assist with interest and payment arrangement payoff.

Management of accounts includes monthly written reporting to the TWWD on the status of all assessment accounts. To assure coordination and compliance, quarterly in-person or virtual meetings between the TWWD and key personnel of the FIRM are anticipated.

II. SELECTION OF THE FIRM

PROPOSALS will be examined and evaluated based on the factors presented below, responses to other items requested herein and fee factors indicated in the response. It is the responsibility of the APPLICANT to provide information, evidence or exhibits which clearly demonstrate the ability to satisfactorily respond to the RFQ and the factors outlined herein. Proposals will be publicly opened and read aloud immediately after submission period closes. Proposals will be available for inspection by competing proposers and the general public. An evaluation committee will be comprised of individuals knowledgeable about sewer assessments and financial reporting matters.

Final selection of the TWWD's collections firm requires the approval of the Tiverton Wastewater District Board of Directors.

Factors to be considered shall include, but are not limited to, the following:

1. TECHNICAL QUALIFICATIONS

- A. IF the organization is a Certified Public Accounting Firm,
 - i. It must meet each of the general standards promulgated by the Comptroller General of the United States as set forth in the revision of Government Auditing Standards (the "Yellow Book").
 - ii. The firm must possess a Certified Public Accountant's license and permit issued by the State of Rhode Island Board of Accountancy. (An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in the State of Rhode Island.)
 - iii. The proposal should state the size of the firm, the size of the firm's municipal support staff, the location of the office from which the work on this engagement will be performed. The firm should provide as much information as possible regarding the number, qualifications, experience and training, including continuing professional education of the partners, managers, specialists and staff personnel who would be assigned to the engagement.
- B. If the organization is NOT a Certified Public Accounting Firm, and/or If an interested

Certified Public Accounting Firm does not already have training related to securing and processing point of sale payment transactions, then

- i. It must demonstrate that it has met internal training and certification requirements for Payment Card Industry Compliance.
- ii. It must demonstrate that it has met internal training and certification requirements for Fair Debt Collections Practices Act Compliance.

C. All organizations shall have an appropriate internal quality control system in place.

D. The firm should provide a listing of current clients, as well as a summary of the most significant engagements performed in the last five years that are similar to the engagement described in this request for proposals. (Of specific interest is experience in small to medium sized municipal support - Finally, the firm should provide a listing of professional references.

E. The organization shall identify any sub-contractors, co-proposers, or other entity that will be used to provide the professional services sought by the request for proposal.

2. APPROACH

The proposal should set forth a work plan, including an explanation of the methodology to be followed to perform the required services. The following information should be included:

A. Level of staff and estimated hours assigned for each segment.

B. Use of software.

C. Type of analytical procedures to be used.

D. Approach to be taken to gain and document an understanding of the TWWD's internal structure.

3. FEE SCHEDULE

The sealed proposal should contain all pricing information relative to performing the engagement as described in this RFQ. The total fees should be listed on the Bid Form provided in this package and should include all costs, both direct and indirect:

A. The firm's fees for performing the TWWD's assessment collections and management for each of the five years.

- B. The firm's hourly fees for performing specialty work for each level of the professional staff.
- C. Estimated quantities are provided for comparison of bids. The actual final quantity may vary from the bid quantity. Final payment will be based upon the actual TWWD authorized quantity.

4. PROFESSIONAL LIABILITY

The FIRM must provide the amount and type of professional liability insurance coverage maintained. The firm shall have at the time of proposal, and throughout the period of engagement, professional liability insurance coverage of not less than \$1 million. Additionally, the FIRM must provide a listing of any professional complaints pending or resolved against the firm or any of its partners with the state boards of accountancy, or any self-regulatory, professional or government authority including, but not limited to, the AICPA or the Rhode Island Board of Accountancy. Information regarding any lawsuits or claims against the firm, pending or resolved, should also be included.

5. PROPOSAL EVALUATION

Proposals will be evaluated using the following scoring weights resulting in a maximum score of 100 points:

	Maximum points
Overall qualifications and experience of the firm and the specific engagement personnel to be assigned focusing on experiences with governmental entities and the specific line of business or services provided by the entity to be audited	40
Overall approach and strategy described/outlined in the proposal and firm capacity to perform the engagement within the specified timeframe (prior experience of the firm in meeting timelines should be factored in here)	30
Points awarded based on fee score.	30
Maximum evaluation points 100	100

* Evaluation technique –fees

Fee score = (lowest qualified bid/bid for firm being evaluated) X 30 points

Example: Assuming 3 bids received were: (firm A) - \$40,000, (firm B) - \$46,000, (firm C) - \$50,000

Firm A (the lowest bidder)	awarded 30 points	$\$40,000/\$40,000 \times 30 \text{ points} = 30$
Firm B	awarded 26 points	$\$40,000/\$46,000 \times 30 \text{ points} = 26$
Firm C	awarded 24 points	$\$40,000/\$50,000 \times 30 \text{ points} = 24$

An evaluation grid will be prepared summarizing the scoring by each member of the evaluation committee and the composite ranking. If any firm is disqualified and therefore not evaluated, the reason for such action shall be documented.

III. SPECIFICATIONS

1. RESPONSIBILITIES OF THE TWWD

- A. The TWWD will provide information about the Sewer Expansion Program, Assessment Payment Plan Enrollment, Customer Contact Information, and Assessment breakdown to the Firm.
- B. The TWWD will provide assessment payment terms and conditions.
- C. The TWWD will provide for the recording of and release of municipal liens against assessed properties.
- D. The TWWD will receive and process any cash payments for assessments.
- E. The TWWD will carry out water shut-off notices and collections for non-payment of assessments that are two (2) or more billing cycles in arrears.

2. RESPONSIBILITIES OF THE FIRM

- A. The FIRM will collect, store, and protect data to enroll customers into automatic payment processing.
- B. The FIRM will process monthly payments as received.
- C. The FIRM will issue monthly invoices for assessments to enrolled customers.

- D. The FIRM will manage all calls related to processing payments for the program.
- E. The FIRM will calculate assessment payoffs using an amortization schedule after submitting payoff request to TWWD for initial review.

3. ADDITIONAL CONSIDERATIONS

- A. The TWWD will expect periodic meetings, at a minimum quarterly, with the firm for the purpose of discussing progress, adherence to deadlines and proposed adjustments. Draft copies of all reports and the management letter shall be submitted to the TWWD prior to the regular board meeting postings so that there will be adequate time for review.
- B. The FIRM will allow the TWWD access to the audit documentation which detail account and report line-item balances, proposed adjustments, report schedules, footnotes, cited deficiencies of any type and management letter comments. The FIRM must make the same documentation available to the successor firms upon completion of the term of this engagement.

IV. PROPOSAL SPECIFICATIONS

1. PROPOSAL CONTENTS

The successful proposal should contain the following:

- A. Name(s), Titles, Telephone numbers and email addresses of the Firm's Contacts.
- B. If the FIRM is a Certified Public Accountant, the selected CPA firm must meet each of the general standards promulgated by the Comptroller General of the United States as set forth in the revision of Government Auditing Standards.
- C. The firm should provide an affirmative statement that it is independent of the TWWD as defined by generally accepted third-party collection standards. The firm should also provide an affirmative Statement that it is independent of all component units of the TWWD as defined by those same standards.
- D. If the FIRM is a Certified Public Accountant, the firm must possess a Certified Public Accountant's license and a permit issued by the State of Rhode Island Board of Accountancy.
- E. The firm must provide representation that its proposal encompasses all the requirements set forth in this request for proposal.

- F. The firm must provide a profile which includes:
- a. The size of the firm
 - b. The size of the firm's government/municipal accounting staff
 - c. The location of the office from which the work on the engagement will be performed
 - d. Approximate composition of the firm's practice by service type (i.e. audit, tax, general accounting, advisory) and by industry (i.e. non-profit, governmental, health care, manufacturing, other)
 - e. Current client listing
 - f. Listing of the most significant engagements performed over the last five years, most especially municipal engagements
 - g. The amount and type of professional liability coverage - the audit firm shall have at the time of proposal, and throughout the period of engagement, professional liability insurance coverage of not less than \$1 million
 - h. List of any professional complaints pending or resolved against the firm or any of its partners with the state boards of accountancy, or any self-regulatory, professional or government authority including but not limited to the AICPA, or Rhode Island Board of Accountancy
 - i. Information regarding any lawsuits or claims against the firm, pending or resolved
 - j. A statement that there exist no client conflicts which would inhibit the ability to perform the services in accordance with professional standards
 - k. Representation that any sub-contractors, co-proposers, or any other entity providing professional services under the engagement will be subject to, and will have met, all the same applicable requirements as the proposer
 - l. Representation that the FIRM has an appropriate internal quality control system in place and has participated in an external quality control review program.
 - m. The organization shall provide a copy of their most recent external quality control review report to the municipality and also submit the results of any subsequent review performed during the term of the contract
 - n. Representation that the FIRM is familiar with generally accepted accounting principles for state and local government units and will conduct business and will report in accordance with those standards
- G. Profile of the Professional Staff including:
- a. Information regarding the number, qualifications, experience and training of the professional staff who would be assigned to the engagement
 - b. Description of the firm's formal training process and the continuing education requirements
- H. The firm should provide an explanation of the planned approach including:
- a. Expected time budget and completion date for both setup and ongoing management

- b. Proposed segmentation of the engagement
 - c. Level of staff and estimated hours assigned for the engagement
 - d. Cost ranges for payment arrangement enrollees up to 100 accounts
 - e. What software would be used
 - f. Type of analytical procedures used
 - g. Approach to be taken to understand and evaluate the TWWD's internal control structure
- I. A completed Bid Form, summarizing the following:
- a. The firm's fees for performing the TWWD assessment payment arrangement collection and management services for each of the five years
 - b. The firm's hourly fees for special work (for each level of the professional staff)
 - c. Agreement that the firm shall release any and all information obtained in the course of the engagement to the TWWD Board of Directors.

V. GENERAL TERMS AND CONDITIONS

1. PREPARATION OF PROPOSALS

Proposals shall be submitted in a format suggested herein and must be signed by the APPLICANT or authorized representative. The person signing the PROPOSAL shall initial any corrections to entries made on the PROPOSAL forms.

Unless otherwise stated in the Request for Proposals (RFQ) document, the APPLICANT agrees that the PROPOSALS provided shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to the due date for proposal submission to the Tiverton Wastewater District.

Any questions or inquiries must be submitted in writing by email to the Purchasing Officer at pat@twwd.org and must be received **three (3) calendar days** before the RFQ's due date to be considered. Any changes to the RFQ requirements will be provided by Addendum and posted to the TWWD website for all APPLICANTS to download.

The APPLICANT shall not divulge, discuss or compare this PROPOSAL with the PROPOSAL of any other APPLICANT and shall not collude with any others on a PROPOSAL whatsoever.

2. SUBMISSION OF PROPOSALS

PROPOSALS must be submitted as directed in the RFQ documents. PROPOSALS must be typewritten or printed in ink. PROPOSALS must be mailed or delivered in person. Documents that are faxed or e-mailed will not be accepted.

3. WITHDRAWAL OF PROPOSALS

PROPOSALS may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telephone request of the APPLICANT to the TWWD Purchasing Officer. Negligence on the part of the APPLICANT in preparing this PROPOSAL shall not constitute a right to withdraw a PROPOSAL subsequent to the PROPOSAL opening. PROPOSALS may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

4. APPLICANTS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one PROPOSAL is offered by any one party, or by any person or persons representing a party, all such PROPOSALS shall be rejected. A party who has quoted prices to an APPLICANT is not thereby disqualified from quoting prices to other APPLICANTS or from submitting a direct PROPOSAL in its own behalf.

5. RECEIPT AND OPENING OF PROPOSALS:

PROPOSALS shall be submitted prior to the time fixed in the RFQ. PROPOSALS received after the time so indicated shall be returned unopened.

6. LIMITATIONS:

This RFQ does not commit the TWWD to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The TWWD reserves the right to accept or reject any or all PROPOSALS received as a result of this request, or to cancel in part or in its entirety this RFQ, if it is in the best interest of the TWWD to do so.

7. PROPOSAL EVALUATION:

In an attempt to determine if an APPLICANT is responsible, the TWWD, at its discretion, may obtain technical support from outside sources. Each APPLICANT will agree to fully cooperate with the personnel of such organizations.

8. AWARD OF CONTRACT:

Any contract entered into by the TWWD shall be in response to the PROPOSAL and subsequent discussions. It is the policy of the TWWD that contracts are awarded only to responsive and responsible APPLICANTS. In order to qualify as responsive and responsible, a prospective APPLICANT must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and,
- Adhere to the specifications of this PROPOSAL and provide all documentation required of this PROPOSAL.

A contract will be awarded to a responsive and responsible APPLICANT based on the qualifications and experience of the APPLICANT, their demonstrated ability to provide the

services and support requested, and within an agreed upon timeframe and schedule for providing the requested services. The APPLICANT selected will be the most qualified for the services requested.

The TWWD reserves the right to waive any formality, informality, information and/or errors in the PROPOSALS submitted and the right to reject any or all PROPOSALS at its discretion and to accept the PROPOSAL which will be in the best interest of the TWWD; or to purchase on the open market if it is considered in the best interest of the TWWD to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

9. MODIFICATIONS AFTER AWARD:

The TWWD reserves the right to incorporate minor modifications, which may be required by it. The APPLICANT will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

10. CANCELLATION OF AWARD:

The TWWD reserves the right to cancel the award without liability to the APPLICANT at any time before a contract has been fully executed by all parties and is approved by the TWWD.

11. CONTRACT:

Any Contract between the TWWD and the APPLICANT shall consist of (1) the Request for PROPOSALS (RFQ) and any amendments thereto and (2) the APPLICANT'S PROPOSAL in response to the RFQ. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFQ shall govern. However, the TWWD reserves the right to clarify any contractual relationship in writing with the concurrence of the APPLICANT, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFQ and the APPLICANT'S PROPOSAL. In all other matters, not affected by written clarification, if any, the RFQ shall govern. The submitter is cautioned that this PROPOSAL shall be subject to acceptance without further clarification.

12. EXECUTION OF AGREEMENT:

The successful APPLICANT shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the TWWD, along with the fully

executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

13. APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful APPLICANT, the TWWD shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the APPLICANT. Delivery of the fully executed agreement, along with a Notice to Proceed and a TWWD purchase order, to the APPLICANT shall constitute the TWWD's approval to be bound by the successful APPLICANT's PROPOSAL and the terms and conditions of the agreement.

14. FAILURE TO EXECUTE AGREEMENT:

Failure of the successful APPLICANT to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful APPLICANT shall be just cause for cancellation of the award.

15. DISQUALIFICATION:

Awards will not be made to any person, firm and/or corporation that has defaulted upon a contract with the TWWD, any Rhode Island municipality or Fire District, the State of Rhode Island or the Federal Government within the past 5 years. Awards will not be made to any principal owner or officers that have a 10% or greater interest in a firm or corporation that has defaulted on a contract with the TWWD, any Rhode Island municipality or Fire District, the State of Rhode Island or the Federal Government within the past 5 years. Corporations must currently be in good standing with the Secretary of State Office in the state in which it is incorporated.

16. INSURANCE:

The successful APPLICANT shall procure and maintain in force insurance, in the amounts and coverage detailed by the PROPOSAL documents, acceptable to the TWWD, at the APPLICANT's sole expense, with reputable and financially responsible insurance companies, acceptable to the TWWD and authorized for business in the State of Rhode Island, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or APPLICANT's performance hereunder and shall furnish to the TWWD certificates of such insurance and renewals thereof signed by the issuing company or agent upon the TWWD's request. Such certificates shall name the Tiverton Wastewater District as additional insured. Such policies shall contain a clause prohibiting cancellation or modifications of the policy earlier than 30 days after written notice has been received by the TWWD. The TWWD's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any

requirement and the existence of any insurance shall not limit the APPLICANT's obligation under any provision hereof.

If the agreement with the APPLICANT involves the performance of work by the APPLICANT's employees at property owned or leased by the TWWD, the APPLICANT shall furnish such additional insurance as the TWWD may request in respect thereof. In any event, workers' compensation insurance and unemployment compensation insurance, as required by laws of the State of Rhode Island, and general liability and property damage and automotive liability insurance shall, at a minimum, be provided. In no event shall such employees of the APPLICANT be deemed to be the employees of, or under the direction or control of the TWWD for any purpose whatsoever.

17. DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of Rhode Island, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of Rhode Island and Newport County.

18. TERMINATION OF CONTRACT FOR CAUSE:

If, through any cause, the APPLICANT shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the APPLICANT shall violate any of the covenants, agreements or stipulations of any Contract, the TWWD shall thereupon have the right to terminate any Contract by giving written notice to the APPLICANT of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the APPLICANT under this Contract shall become TWWD's property and the APPLICANT shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the APPLICANT shall not be relieved of liability to the TWWD for damages sustained by the TWWD by virtue of any breach of any contract, and the TWWD may withhold any payments until such time as the exact amount of damages due the TWWD is determined.

19. TERMINATION FOR THE CONVENIENCE OF THE TWWD:

The TWWD may terminate any contract at any time by giving written notice to the APPLICANT of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the TWWD's property. If any Contract is terminated by the TWWD as provided herein, the APPLICANT will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

20. ASSIGNMENT PROVISION:

The APPLICANT hereby agrees, if so requested by the TWWD, that it will assign to the Tiverton Wastewater District all cause of action that it may acquire under the anti-trust laws of Rhode Island and the United States as the result of conspiracies and/or a combination of contracts in restraint of trade which affect the price of goods or services obtained by the TWWD under any subsequent contract.

21. OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the Tiverton Wastewater District and the successful APPLICANT shall belong exclusively to the TWWD.

22. INVOICING:

Unless otherwise stated, invoices are to be submitted monthly upon delivery or pick-up to the user department or division. The invoice must include an itemization of all services and/or labor furnished, including unit list price, net price, extensions and total amount due.

23. PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the TWWD and receipt of invoice, whichever is later.

24. TAX:

The Tiverton Wastewater District is exempt from all State sales and Federal excise taxes. The TWWD's tax exemption number will be provided to the successful APPLICANT upon request. Please bill less these taxes.

25. FUNDING OUT:

The TWWD's obligations to pay any amount due under a contract are contingent upon availability of funds for the purpose. The TWWD may terminate the contract, for non-

appropriation of funds, and all payment obligations of the TWWD cease on the date of termination.

26. ASSIGNMENT OR SUB-CONTRACTING:

None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the TWWD.

27. EXCLUSIVITY:

This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the TWWD reserves the right to obtain these services from any other APPLICANT.

28. COSTS:

Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, material, transportation and discounts.

29. FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

30. NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

31. SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

32. PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this RFQ and any subsequent Contract shall be deemed to be inserted herein and this RFQ and Contract shall

be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the RFQ and Contract shall forthwith be physically amended to make such insertion or correction.

33. DISADVANTAGED BUSINESS ENTERPRISES

The TWWD hereby notifies all APPLICANTS that it will affirmatively insure that in any contract entered into pursuant to this RFQ, disadvantaged business enterprises will be afforded full opportunity to submit PROPOSALS in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

34. NON-DISCRIMINATION

Contracts for work resulting from this RFQ shall obligate the APPLICANT and any subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. PROPOSALS as to non-discriminatory practices may be requested from the successful APPLICANT(s).

35. ACCESS TO PUBLIC MEETINGS

All TWWD public meetings are accessible for persons with disabilities. Any person who feels that he or she may be unable to participate in a Tiverton Wastewater District public meeting due to a disability should, to the extent possible, call (401) 625-6701 at least 48 hours prior to the meeting so that a reasonable accommodation can be arranged.

36. DEFINITIONS:

PROPOSAL shall also mean quotation, bid, offer, qualification and experience statement and services.

APPLICANTS shall also mean proposers, auditor, offerors, bidders, or any person or firm responding to a Request for Proposals.

37. GOVERNING LAW:

The Laws of the State of Rhode Island shall govern all contracts entered into by the Tiverton Wastewater District. Any disputes shall be resolved within the venue of the State of Rhode Island and Newport County.

TIVERTON WASTEWATER TWWD**BID FORM****Professional Payment Plan Management and Related Services**

WHEREAS, the Tiverton Wastewater District has duly asked for proposals for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications which are hereby incorporated by reference in exchange for the proposal price below.

Proposed Fees for Assessment Payment Plan Management, Monthly Billing and Collections, and Related Services

Fiscal Period	Bid Price Per Fiscal Period Per Each Assessment Account	Estimated Quantity of Assessment Accounts		Extended Price
January 1, 2027 to June 30, 2027	\$	70	Each	\$
July 1, 2027 to June 30, 2028	\$	70	Each	\$
July 1, 2028 to June 30, 2029	\$	70	Each	\$
July 1, 2029 to June 30, 2030	\$	70	Each	\$
July 1, 2030 to June 30, 2031	\$	70	Each	\$
Total Bid:				\$

Hourly Fee for Special "Non-Management" Services

Level	Hourly Fee
Partner	
Manager	
Specialist	
Supervisor	
Staff	

Non-management services can include, but are not limited to: assessment payoff calculations

Acknowledgement of Addendum

Addendum Number	Signature of Applicant

Applicant Contact Information

Company Name	
Company Address	
Applicant's Signature	
Date	
Applicant's Name (Print)	
Title	
Telephone Number	
Email Address	

END OF BID FORM