RHODE ISLAND
INFRASTRUCTURE BANK

235 Promenade Street, Suite 119
Providence, Rhode Island 02908

Request for Proposals

CORPORATE OFFICE SPACE

Proposals Due by 5:00pm on October 14, 2022

Rhode Island Infrastructure Bank (the Bank) is soliciting proposals from companies interested in leasing office space to the Bank. The office space must be in Providence, Rhode Island and in proximity to the State House in downtown Providence.

Proposal Submission: Electronic submission is required. Proposals should be submitted in PDF format to:

Jeffrey R. Diehl
Chief Executive Officer & Executive Director
ceo@riib.org

Questions regarding this RFP should be submitted to Jeffrey Diehl at the e-mail address above no later than 5pm October 5, 2022. All questions and answers will be aggregated and posted publicly on the "Requests for Proposals" (RFP) section of the Bank's website (www.riib.org) by 5pm October 6, 2022. The Bank will not answer questions individually during the RFP process and will not be holding an information session.

Introduction and Background

The Bank was established in 1989 as a quasi-public agency and is a component unit of the State of Rhode Island. Over its almost three decades of existence, the Bank's core mission has evolved and expanded. Consistent with the Bank's mission of serving as Rhode Island's central hub for financing infrastructure improvements for municipalities, businesses, and homeowners, the organization is focused on delivering innovative financing for an array of infrastructure-based projects.

In addition to the Bank's legacy drinking water, clean water (and its companion residential- based lending for the community septic system loan program and the sewer tie-in loan fund), and municipal road and bridge programs, the Bank also supports clean energy, climate resiliency, stormwater management, brownfield remediation and water quality protection lending. Please see the Bank's website for additional information about the Bank (www.riib.org).

To administer these programs, the Bank works with a variety of external partners: state agencies (including the Departments of Environmental Management, Health, Transportation, Energy Resources, and Commerce), cities and towns, banks, and other quasi-state agencies. Many of the Bank's programs are federally funded, which require a working relationship with governmental agencies such as the U.S. Environmental Protection Agency (EPA).

Purpose of RFP

The Bank is seeking between approximately 8,000 to 10,000 square feet of usable office space to contain at a minimum:

1. Six (6) to ten (10) private offices;
2. One (1) large conference room, approximately 850 square feet to accommodate a monthly, public board meeting for approximately fifty (50) people. Must also include infrastructure for virtual conferencing;
3. Two (2) small conference rooms to accommodate staff meetings or virtual meetings;
4. A lunch or break room;
5. Infrastructure for high-speed internet and telephone services;
6. Storage space for office supplies and other storage needs;
7. Utility room for copier, postage machines, technology hardware;
8. Parking for twenty-five (25) cars daily. May be on-site or in close proximity; parking for monthly board meetings (see above), the public must also be accommodated for these meetings.

At a minimum, proposals must contain: (1) breakdown of rentable and usable space; (2) location and any associated parking: (3) access to office space and security for office space; (4) base rent for a 5, 7, and 10 year lease; (5) any services and utilities included in rent; (6) options for the Bank to make improvements and any allowance related to improvements; (7) a floor plan with existing condition and test fit based on program; (8) date of availability; (9) possession & commencement dates; (10) ownership names, contact information, managing agent of property and indicate the nature of any on-site management; (11) signage options and costs; (12) state the free rental period, if any.

Proposals will be evaluated based on price and the information submitted in the proposal. The Bank is not required to select the lowest bid.

The space must comply with all applicable federal, state and local codes including but not limited to the Americans with Disabilities Act of 1991 and the Architectural Barriers Act of 1968.

The Bank reserves the right to reject any and all proposals and is solely responsible for the decision to sign a lease

Proposals submitted in response to this RFP are subject to Sweeney Real Estate & Appraisal being paid a commission by the Landlord, upon lease execution, under terms detailed in a separate agreement.

Selection Schedule, Notifications, Other Provisions

I. Selection Process Schedule

RFP Issued (on or about)	September 30, 2022
Deadline for questions	October 5, 2022
Response to questions	October 6, 2022
RFP Responses due	October 14, 2022
Selection (anticipated)	November 21, 2022

II. Notifications

A. The Bank reserves the right to request additional information and/or in-person interviews with one or more of the respondents at its sole discretion.

B. The Bank reserves the right to award all, partial, or none of this solicitation.

C. The Consultant shall be responsible for any cost required to perform the requested services not pre-approved by the Bank.

D. The Bank reserves the right to consider evaluation criteria other than those listed in this RFP.

E. Travel and travel reimbursement is not authorized without the written consent of the Bank.

F. The Bank will not provide any reimbursement for any cost associated with the development or presentation of a proposal.

G. The Bank encourages the participation of persons of color, women, persons with disabilities, and members of other federally and State-protected classes. Describe your firm's affirmative action program and activities. Include the number and percentage of members of federally and State-protected classes who are either principals or senior managers in your firm, the number and percentage of members of federally and State- protected classes in your firm who will work on the Bank's engagement and, if applicable, a copy of your Minority, Women, or Disability Owned Business Enterprise (MBE, WBE, or DisBE) state certification.

1. ISBE Participation Evaluation
    i. The Rhode Island Infrastructure Bank encourages MBE/WBE/DisBE participation in this Request. In accordance with Title 37, Chapter 14.1, and Title 37, Chapter 2.2 of the Rhode Island General laws, the Bank reserves the right to apply additional consideration for the Applicant's MBE/WBE/DisBE Participation Rate.

2. Calculation of ISBE Participation Rate
    i. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-

ISBE Vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE Vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE Vendor's total contract price. For example, if the non-ISBE's total contract price is $100,000.00 and it subcontracts a total of $12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.

ii. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE Vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE Vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE Vendor by the ISBE Vendor's total contract price. For example, if the ISBE Vendor's total contract price is $100,000.00 and it subcontracts a total of $12,000.00 to ISBEs and will perform a total of $8,000.00 of the work itself, the ISBE Vendor's ISBE participation rate would be 20%.

3. See Exhibit C for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Bidders are required to complete, sign, and submit these forms with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise Subcontractor/Supplier to be utilized on the solicitation.

H. The Bank insists upon full compliance with Chapter 27 of Title 17 of the Rhode Island General Laws, Reporting of Political Contributions by State Vendors. This law requires State Vendors entering into contracts to provide services to an agency such as the Bank, for the aggregate sum of $5,000 or more, to file an affidavit with the State Board of Elections concerning reportable political contributions. The affidavit must state whether the State Vendor (and any related parties as defined in the law) has, within 24 months preceding the date of the contract, contributed an aggregate amount in excess of $250 within a calendar year to any general officer, any candidate for general office, or any political party.

I. Does any Rhode Island "Major State Decision-maker," as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a Five Thousand Dollar or greater cash interest in this business? For purposes of this question, "Major State Decision-maker" means:

(i) All general officers, all executive or administrative head or heads of any state executive agency enumerated in § 42-6-1, as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, or chief of staff;

(ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase

"executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, or chief of staff;

(iii) All members of the state judiciary, all state magistrates, and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff, or state court administrator.

If your answer is "Yes," please identify the Major State Decision-maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §36-14-16, 17 and 18.

J. Please include a letter from an authorized officer of your firm certifying that (i) no member of your firm has made inquiries or contacts with respect to this Request for Proposals other than in an email or written communication to Jeffrey Diehl at ceo@riib.org, from the date of this RFP through the date of your proposal, (ii) no member of your firm will make any such inquiry or contact until after selection of a firm is made by the Bank, (iii) all information in your proposal is true and correct to the best of her/his knowledge, (iv) no member of your firm gave anything of monetary value or promise of future employment to a Bank employee or Board Member, or a relative of the same, based on any understanding that such person's action or judgment will be influenced and
(v) your firm is in full compliance with Chapter 27 of Title 17 of the Rhode Island General Laws, Reporting of Political Contributions by State Vendors.

K. In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful Contractor.

L. The selected Firm is required to comply with all State of Rhode Island statutes and regulations applicable to Vendors of the State and the Bank.

M. PLEASE NOTE that all materials submitted to the Bank may be "Public Records" and therefore may be subject to public disclosure under the Rhode Island Access to Public Records Act, R.I. Gen. Laws §38-2-1, et seq. (APRA). In accordance with Section 38-2- 2(4)(B) of APRA, "trade secrets and commercial or financial information obtained from a person, firm, or corporation which is of a privileged or confidential nature" are not deemed to be "public records." Accordingly, the interested party responding to this RFP should clearly mark as "CONFIDENTIAL" any and all materials, including without limitation financial information, that the interested party considers to be subject to the "privileged or confidential" exception in the R.I. Gen. Laws §38-2-2(4)(B).

235 Promenade Street, Suite 119
Providence, Rhode Island 02908

III. Other Provisions

A. Acceptance/Rejection/Modification of Responses: The Bank reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive informalities or irregularities in a proposal or in the proposal process. The Bank reserves the right to split or to make the award in any manner deemed most advantageous to the Bank at its sole and exclusive discretion.

B. Ownership: Submitted materials become the property of the Bank and will not be returned.

C. Final Award: A final award is subject to negotiations of final fees and scope of services. The Bank's selection of a Firm pursuant to this RFP does not mean that the Bank accepts all of the proposals, modifications to which may be requested and agreed to during contract negotiations. The award will be reviewed during its course and may be extended at the sole discretion of the Bank.

235 Promenade Street, Suite 119
Providence, Rhode Island 02908

Exhibit B – Contract Terms

Rhode Island Infrastructure Bank
Purchase of Services General Conditions

Rhode Island Infrastructure Bank ("Bank") may, from time to time, make amendments to these General Conditions when it is determined that such amendments are necessary due to changes in State Law and/or are in the best interests of the Bank. Successful Bidders shall be required, as part of a final contract or agreement with the Bank, to acknowledge that these Conditions apply to all purchasing of services by the Bank.

All agreements for professional services shall incorporate and be subject to the provisions of Chapter 46-12.2 and the Bank's Procurement Regulations, specific requirements described in the Request for Proposals, and the following Purchase of Goods and Services Conditions:

ENTIRE AGREEMENT – The Bank's Contract shall constitute the entire and exclusive agreement between the Bank and any Contractor receiving an award. In the event any conflict between the Bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern. All communication between the Bank and any Contractor pertaining to any award or contract shall be accomplished in writing.

AUTHORITY; COMPLIANCE WITH LAWS – The Bidder represents, warrants, and covenants to the Bank that (i) it has the authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) the Contractor or Bidder and each of the Professional Personnel authorized to perform Services hereunder have not previously entered into any agreement that would restrict any of such persons in the performance of Services; (iii) each of the Professional Personnel are legally present in the United States and have all necessary visas, permits, certifications and like requirements to perform the Services in the United States and the State of Rhode Island and (iv) it shall comply with all applicable foreign and United States federal, state and local laws, rules and regulations in its performance of this Agreement.

SUBCONTRACTS – No subcontracts or collateral agreements shall be permitted, except with the Bank's express consent. Upon request, Contractors must submit to the Bank a list of all Subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request. The Contractor or Bidder shall require each approved Subcontractor to agree in writing to be bound by the terms and conditions of the Agreement. Contactor or Bidder shall be responsible for the acts and omissions of its Subcontractors as if they were the acts and omissions of its employees.

PERSONNEL – The Contractor or Bidder, upon request, shall provide the names and resumes of all employees and approved Contractors and Subcontractors who shall provide the services and/or goods for the Bank's review and approval. If the Bank objects to any personnel assigned to perform the service and/or provide goods for any lawful reason, then the Contractor shall remove such personnel from the performance of the services as directed by the Bank, and upon Bank's request, provide a replacement to perform such services and/or goods.

RELATIONSHIP OF PARTIES – The Contractor or Bidder warrants, by submission of an offer or acceptance of a contract, that they are not an employee, agent, or servant of the State, and that they are fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the Bank and any Sub-bidder, Subcontractor, Supplier, or employee of the Contractor or Offeror.

COST OF PREPARATION – All costs associated with the preparation, development, or submission of bids or other offers will be borne by the Offeror. The Bank will not reimburse any Offeror for such costs.

TERM AND RENEWAL – Unless otherwise mutually agreed by the parties in writing, it is mutually understood and agreed that the Bank's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the Bank's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the Bank's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the Bank's intent not to renew is served.

TERMINATION FOR CONVENIENCE – The Bank may terminate this Agreement for convenience upon written notice (email is sufficient) to Contractor or Bidder. Upon such termination, the Bank shall only be obligated to pay the fees and expenses incurred as of the date of termination

TERMINATION FOR CAUSE – If either party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving notice of such breach from the other party, the non-breaching party may terminate this Agreement by providing written notice thereof.

RETURN OF PROPERTY – Upon the termination or expiration of this Agreement or upon the request of the Bank, the Contractor or Bidder agrees to end all further use of, to immediately return to the Bank the original version of, and to delete or destroy all copies of (and upon request from the Bank, provide a written certification to the Bank of such deletion or destruction), any and all Confidential Information, Deliverables (whether completed or work-in progress), documents, data, tools, computer programs, equipment, identification badges, and facilities furnished by the Bank or created or prepared by Contractor or Bidder pursuant hereto.

FOREIGN CORPORATIONS – In accordance with Title 7 Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in the state until it shall have procured a certificate of authority to do so from the Secretary of State.

COLLUSION – Bidder or Contractor warrants that they have not, directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES – Bidder or Contractor warrants that they have not paid, and agrees not to pay, a bonus, commission, fee, or other gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the

Bank. Bidder or Contractor further warrants that no commission or other payment has been or will be received from or paid to any third-party contingent on the award of any contract by the Bank, except as shall have been expressly communicated to the Bank in writing prior to acceptance of the contract or award in question. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the Bidder(s) or Contractor(s) involved.

FEES – The Contractor or Bidder agrees to provide the Services for the fees specified in the Agreement.

INVOICES – To be paid as specified in the Agreement. The Bank may withhold payment of any amounts it disputes in good faith. Contractor or Bidder understands and agrees that the fees and expenses associated with any invoice submitted to the Bank more than ninety (90) days after the date such fees or expenses were incurred (the "Invoice Deadline") shall be forfeited by the Contractor or Bidder and shall not be subject to payment by the Bank. Furthermore, the Contractor or Bidder shall not be permitted to make any adjustments or corrections that result in an increase in fees or expenses owed with respect to any invoices after the applicable Invoice Deadline.

SUSPENSION AND DEBARMENT – The Bank may suspend or debar any Vendor or potential Bidder, for good cause shown:

a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a Contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the Contractor, or with the knowledge, approval, or acquiescence of the Contractor or one or more of its principals or directors (or where the Contractor otherwise participated in, knew of, or had reason to know of the acts).
b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a Contractor may be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, or with the Contractor's knowledge, approval or acquiescence. The Contractor's acceptance of benefits derived from the conduct be evidence of such knowledge, approval, or acquiescence.
c. A Vendor or Contractor who knowingly engages as a Subcontractor for a contract award by the Bank to a Vendor or Contractor then under a ruling of suspension or debarment by the Bank shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the Bank.

PUBLIC RECORDS – Contractors and Bidders are advised that all documents, correspondence, and other submissions to the Bank may be accessible as public records, pursuant to Title 38, Chapter 2 of the General Laws, absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

INTELLECTUAL PROPERTY – The Bank shall own all right, title, and interest in and to all Deliverables listed in the Agreement. The Contractor or Bidder shall promptly notify the Bank in writing of all such Deliverables. The Contractor or Bidder further agrees to assign (or cause to be assigned) and does hereby assign fully to the Bank all right, title, and interest in and to any and all Deliverables and all other intellectual property rights relating thereto (collectively, "Intellectual Property Rights"). During and after the Term of this Agreement, at the Bank's request and expense, Contractor or Bidder shall, or shall cause Professional Personnel to, execute such instruments and take such other actions as may be necessary or appropriate, in the Bank's discretion, to evidence or further document the Bank's ownership of the Deliverables and/or to register, file, prosecute, maintain, and/or defend any applicable Intellectual Property Rights in such Deliverables in the name of the Bank.

MINORITY BUSINESS ENTERPRISES – Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the Bank reserves the right to apply additional consideration to offers, and to direct awards to Bidders other than the responsive bid representing the lowest price where:

a. The offer is fully responsive to the terms and conditions of the Request, and
b. The price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
c. The firm making the offer has been certified by the R.I. Department of Administration to be a small business meeting the criteria established to be considered a Minority Business Enterprise.

PREVAILING WAGE REQUIREMENT – In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both Contractors and Subcontractors for all public works.

EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION – Contractors of the Bank are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the Contractor for review by the State Equal Opportunity Office. A Contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

POLITICAL CONTRIBUTIONS – The Bank insists upon full compliance with Chapter 27 of Title 17 of the Rhode Island General Laws, Reporting of Political Contributions by State Vendors. This law requires State Vendors entering into contracts to provide services to an agency such as the Bank, for the aggregate sum of $5,000 or more, to file an affidavit with the State Board of Elections concerning reportable political contributions. The affidavit must state whether the State Vendor (and any related parties as defined in the law) has, within 24 months preceding the date of the contract, contributed an aggregate amount in excess of $250 within a calendar year to any general officer, any candidate for general office, or any political party.

MAJOR STATE DECISION MAKER - Does any Rhode Island "Major State Decision-maker," as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a Five Thousand Dollar or greater cash interest in the Vendor/Contractor's business?

For purposes of this question, "Major State Decision-maker" means:

a. All general officers; and all executive or administrative head or heads of any state executive agency enumerated in § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff;
b. All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff;
c. All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator.

If your answer is "Yes," please identify the Major State Decision-maker, specify the nature of their ownership interest to the Bank, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §§36-14-16, 17 and 18.

DRUG-FREE WORKPLACE REQUIREMENT – In accordance with Executive Order No. 91-14, Contractors who do business with the Bank and their employees shall abide by the State's drug-free workplace policy and the Contractor shall so attest by signing a certificate of compliance.

GOODS PRODUCED IN THE REPUBLIC OF SOUTH AFRICA – In accordance with Chapters 35-10-12 and 37-2-57 of the General Laws, goods which are known to be wholly produced in the Republic of South Africa may not be accepted for any procurement for the State of Rhode Island; the Offeror attests by their submission of a bid or offer, or acceptance of a purchase order or other contract, that these prohibitions do not apply to material or goods which form the basis for their offer or contract.

TAXES – The Bank is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

INSURANCE – All firms providing any type of service to the Bank are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

a. Professional liability insurance for malpractice of $1,000,000
b. Comprehensive General Liability Insurance
    i. Bodily Injury: $1,000,000 each occurrence ($1,000,000 annual aggregate)
    ii. Property Damage: $500,000 each occurrence

c. $500,000 annual aggregate
   i. Independent Contractors
   ii. Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations
   iii. Completed Operations
   iv. Personal Injury (with employee exclusion deleted)
d. Automobile Liability Insurance –
   i. Combined Single Limit $1,000,000 each occurrence; Bodily Injury and Property Damage, and in addition non-owned and/or hired vehicles and equipment
e. Workers' Compensation Insurance – in compliance with State law

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

INDEMNITY: The Contractor guarantees:

a. To hold the Bank, its agents and employees, harmless from any liability imposed upon the Bank arising from the negligence, either active or passive, of the Contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee or licensee.
b. To pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules and regulations of the municipality, State of Rhode Island and/or federal government.
c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

FORCE MAJEURE – All services shall be provided with reasonable promptness, but the Contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the Contractor and which by the exercise of reasonable diligence, the Contractor is unable to prevent.

SURVIVAL – The terms and conditions of this Agreement that would, by their nature, survive the expiration or termination hereof shall so survive the expiration or termination of this Agreement for any reason.

SEVERABILITY – In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of this Agreement.

GOVERNING LAW – This Agreement shall be governed by the laws of the State of Rhode Island without giving effect to its principles of conflict of laws. Contractor or Bidder hereby irrevocably and unconditionally waives any objection to the laying of venue in any such court and any claim that such court is an inconvenient forum.

WAIVER – Waiver by any part of strict performance of any provision of this Agreement must be in writing and signed by the party adversely affected thereby. Such waiver shall not be a waiver, or prejudice the party's right to require strict performance, of the same provision in the future, or any other provision.

COUNTERPARTS – Agreements with the Bank may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

235 Promenade Street, Suite 119
Providence, Rhode Island 02908

Exhibit C

Proposer ISBE Requirements

Proposer's ISBE Responsibilities

- Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to all applicable purchasing laws and regulations as well as submitting all substantiating documentation as reasonably requested by either the Bank's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to the names and contact information of all proposed Subcontractors and the dollar amounts that correspond with each proposed subcontract.
- Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall have that taken into consideration.
- Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated based on the information regarding IBSE participation submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Bank's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
- Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
- Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form: Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Bidders are required to complete, sign and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise Subcontractor/Supplier to be utilized on the solicitation.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL,
PROVIDENCE, RHODE ISLAND 02908

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN	
Bidder's Name:	
Bidder's Address:	
Point of Contact:	
Telephone:	
Email:	
Solicitation No.:	
Project Name:	
This form is intended to capture commitments between the prime Contractor/Vendor and MBE/WBE and/or Disability Business Enterprise Subcontractors and Suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime Contractor/Vendor. Please note that all MBE/WBE Subcontractors/Suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise Subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular Dealer/Supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete <u>separate forms</u> for each MBE/WBE or Disability Business Enterprise Subcontractor/Supplier to be utilized on the solicitation.**	
Name of Subcontractor/Supplier:	
Type of RI Certification:	□ MBE □ WBE □ Disability Business Enterprise
Address:	
Point of Contact:	

235 Promenade Street, Suite 119
Providence, Rhode Island 02908

Telephone:					
Email:					
Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:					
Total Contract Value ($):		Subcontract Value ($):		ISBE Participation Rate (%):	
Anticipated Date of Performance:					
I certify under penalty of perjury that the forgoing statements are true and correct.					
Prime Contractor/Vendor Signature			**Title**	**Date**	
Subcontractor/Supplier Signature			**Title**	**Date**	