RHODE ISLAND
INFRASTRUCTURE BANK

275 Promenade Street, Suite 301
Providence, Rhode Island 02908
Riib.org

Request for Proposals (RFP)

Technical Assistance:
Town of Cumberland Municipal Ordinance Review to Improve Resilience to Climate Change

Proposals due by 12 PM Eastern Time on Friday, June 28, 2024

The Rhode Island Infrastructure Bank (the "Bank"), in collaboration with the Rhode Island Division of Statewide Planning (RIDSP), is soliciting proposals for a qualified firm to provide technical services for review of municipal bylaws and other planning instruments in the Town of Cumberland to increase resilience against the effects of climate change, particularly those related to increased temperatures, increased precipitation frequency/intensity and associated flooding, high winds associated with increased storm events, and periods of extreme and extended cold.

Proposal Submission: Electronic submission is required, and Proposals must confirm to the standards stipulated throughout the RFP. Proposals should be submitted in PDF format to:

Anthony Hebert
Business Development Officer
Rhode Island Infrastructure Bank
Ahebert@riib.org

Questions regarding this RFP should be submitted to Anthony Hebert at the e-mail address above no later than **12:00 PM Eastern Time on June 11, 2024**. All questions and answers will be aggregated and posted publicly on the "Requests for Proposals" (RFP) section of www.riib.org on or before June 17, 2024. The Bank will not answer questions verbally or individually during the RFP process.

Rhode Island Infrastructure Bank Overview

Rhode Island Infrastructure Bank is the centralized hub of local infrastructure project lending in the State. The Bank manages programs that finance infrastructure projects in the areas of clean water, drinking water, municipal road and bridge, energy efficiency and renewable energy, brownfield remediation, and stormwater and climate resiliency. The Bank actively supports and finances infrastructure investment through the origination of loans and mobilization of sources of public and private capital. Projects financed through the Bank serve to help build and maintain a strong system of infrastructure which boosts economic output in both the short- and long-term while enhancing the State's environment.

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Background & Purpose of RFP

The Bank and RIDSP seek consultant support ("the Consultant") to identify opportunities for incorporating standards into the Town of Cumberland's municipal regulations and other planning instruments to increase resilience against the effects of climate change, particularly those related to increased temperatures, increased precipitation frequency/intensity and associated flooding, high winds associated with increased storm events, and periods of extreme and extended cold.

Climate science projections show that Rhode Island will be profoundly impacted by a multitude of climate impacts in the coming decades, including:

- Chronic coastal flooding due to Sea Level Rise (SLR) and increased storms,
- Urban and inland flooding due to increased precipitation,
- Increased extreme heat and heat waves, as well as periods of drought.

These climate impacts put people, public health, ecosystems, infrastructure, and the built environment at risk. As we plan for, prepare, and adapt to climate change, many municipalities are turning to land use planning as a strategic tool to increase climate resilience. Land use tools and policies such as zoning ordinances, regulations, site plan review, and resilient design guidelines can help prepare a municipality long-term for the impacts of climate change.

Land use tools, regulations, and other policies can be used to:

- Shift development and people out of harm's way (i.e. the flood zone);
- Protect natural systems and open space that provide resilience benefits;
- Strengthen and protect built infrastructure (such as homes and businesses) from damage and property loss;
- Enable and encourage the use of green infrastructure to address climate impacts; and
- Require and incentivize resilient building and design practices in new construction and substantial retrofits.

As more communities experience the impacts of climate change, they are looking to update their land use policies and tools through the lens of climate resilience in order to protect public health, safety, and welfare. This includes planning for how climate change will impact land use options (ie. Recognizing an expanding flood plain area, depth, and frequency of flood events), as well as providing guidance and incentives to enhance resilience benefits (such as providing requirements or incentives for open space or green infrastructure).

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Project Purpose:

The purpose of this project is to review, revise, and leverage the Town of Cumberland's ordinances, bylaws, policies, and incentives that address land use, green infrastructure/low impact development, open space, stormwater, and flooding (this list is not exhaustive and may include additional types of regulations). Implementation of this project will help to reduce risk of climate change impacts to public infrastructure, private property, natural resources, and human safety and welfare.

During Cumberland's Municipal Resilience Program Community resilience building process and workshop held in July 2021, participants identified the following hazards as top concerns for the Town: flooding/excessive rainfall (riverine, urban runoff, flash floods), blizzards and Nor'easters (ice, wind, snow), extreme cold, heat waves and droughts, and wind (major storms, hurricanes). The Town identified the following related actions as priorities through the MRP Process:

- Identify areas for low-impact development and attach incentives, directing development away from the Blackstone River (at or below natural and surge river levels), the flood plain and repetitive flooding locations, as well as from open greenspace that is not sewered/watered.
- Establish an authorizing ordinance or regulation that requires low-impact development stormwater infrastructure in any new development or redevelopment to increase onsite management of runoff which is the main source of pollution in the Blackstone River.
- Rezone identified low-impact development areas to allow for denser development, particularly around Broad Street.

Incorporation of Nature-based Solutions and Strategies:

The project should be centered around the promotion or requirement of using nature-based solutions and strategies to increase the resilience of people, business, infrastructure, and the built and natural environments. The Consultant will review and revise town bylaws, policies, and incentives to increase the application of measures such as green infrastructure, low impact development, open space protection, and floodplain protection. Direct resilience benefits of these nature-based solutions and strategies include the reduction in flooding through increased flood storage infiltration of stormwater, and a decreased exposure to extremely high temperatures. Other co-benefits include decreased energy requirements – and an associated reduction in greenhouse gas emissions – of buildings that are cooled by nature and decreased road maintenance in areas with less pervious surfaces.

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Scope of Services

1. **Task 1: Convene a Core Team.** The Consultant, RIDSP, and the Town of Cumberland ("the Town") will convene a team of leaders from departments, boards, and commissions, and other partners whose activities or responsibilities could be affected by any forthcoming recommended changes to regulations, policies, or incentives. The Core team is anticipated to meet monthly throughout the project to discuss progress and to review deliverables.

   Representatives will likely include:

   - Planning and Community Development
   - Zoning Board
   - Planning Board
   - Building and Zoning
   - Public Works
   - Parks and Recreation
   - Conservation Commission
   - RIDEM
   - RI State Building Office
   - Blackstone River Watershed Association

2. **Task 2: Review Existing Ordinances, Regulations and Checklists.** The Consultant, working with the Town, will review existing by-laws to identify gaps and opportunities for introducing language to strengthen resilience of residents, infrastructure and the built environment, the natural environment, and the economy. The review will include, but not be limited to:

   - Land Development and Subdivision Regulations, including:
     - General Design Standards
     - Public Improvement Design Standards
     - Development Plan Review Design Standards
   - Zoning Regulations, including:
     - Dimensional Regulations
     - Conservation Developments
   - Environment Ordinance
   - Floodplain Overlay District
   - Code of Ordinances
     - Special Flood Hazard Areas and Flood Fringe Areas
     - Environment

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- Checklists
  - Update Land Development and Subdivision Checklists, as needed, to ensure submitted applications and plans are aligned with the updated bylaws
- Any other relevant regulations, standards, and/or ordinances

Task 2 Deliverable: Memorandum summarizing the results of the Bylaw Review.

3. **Task 3: Literature Review of Available Examples.** The Consultant shall undertake a comprehensive review of available planning and regulatory strategies currently used by other municipalities to promote resilience and the adoption of best practices such as green infrastructure and low impact development (LID). Several tools and resources include:

   - MAPC Climate Resilient Land Use Tools
   - SNEP Network Bylaw Review Tool
   - URI NEMO LID Resources
   - RI Stormwater Management Rules & Guidance
   - Massachusetts Rivers Alliance Tool: Building Community Resilience Through Local Regulations
   - U.S. Climate Resilience Toolkit

The Consultant shall conduct a review of Cumberland's existing planning documents, including:

- Comprehensive Plan
- Hazard Mitigation Plan (update in progress)
- Municipal Resilience Program Community Resilience Building Process & Workshop Summary of Findings
- Valley Falls & Lonsdale Economic Revitalization & Social Equity Plan

Task 3 Deliverable: Memorandum summarizing the results of the Literature Review.

4. **Task 4: Development and Evaluation of Alternatives.** The Consultant will collaborate with the Town to identify and develop options for addressing the gaps and opportunities in regulations and policies, identified in Task 1.
   a. To prioritize actions, conduct a risk analysis that examines the probability and the consequences of harm, as illustrated in Figure 1.
   b. Identify any conflicts with State statute, regulation or policy.

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Probability				
Consequence		Low	Medium	High
	Low	Least Risk	M-L	M
	Medium	M-L	Medium Risk	M-H
	High	M	M-H	Greatest Risk

Figure 1. Risk Matrix

c. Develop "No Regrets" alternatives that, regardless of climate change, will provide a benefit. An example would be requiring the incorporation of green infrastructure and low impact development techniques into bylaw requirements to reduce stormwater runoff and likely help the municipality to meet federal stormwater permit requirements. Green infrastructure can help reduce cooling costs, create additional green space, and supports local ecosystems.

Task 4 Deliverable: Memorandum Summarizing the results of the Evaluation of Alternatives.

5. **Task 5: Develop Preliminary Recommendations.** Based on the alternatives analysis in Task 4 the Consultant, in collaboration with the Town of Cumberland and RIDSP, shall create a shortlist of recommendations. It will develop regulatory language, including incorporating LID and green infrastructure into new development, and retrofits that require municipal reviews and approvals.

Task 5 Deliverable: Memorandum summarizing preliminary recommendations.

6. **Task 6: Workshops with Town Boards, Commissions, and Departments.** The Consultant shall hold at least two (2) workshops with all affected Town boards, commissions, and departments. The goal of these Workshops will be to seek input from the public bodies and incorporate the feedback into subsequent recommendations.

- Workshop 1: Kickoff meeting: The Consultant shall hold an initial Workshop with affected municipal bodies to explain the project purpose and solicit preliminary input.

- Workshop 2: Presentation of findings: The Consultant shall hold a Workshop with affected municipal bodies at which findings will be presented and feedback will be solicited and incorporated into the Final Recommendations. The goal of this workshop will be to actively review findings and reach consensus on recommendations and findings before communicating them to the public.

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Task 6 Deliverables:

- At least Two (2) Workshops with Town boards, commissions, and departments, to include meeting preparation and materials.
- Written Summary of each Workshop.

7. **Task 7: Community Outreach/Public Participation.** There will be at least two public meetings at which a project update will be presented, and public comments will be received. The public will be notified of these meetings through the Town's website, which will also host the latest presentations and draft materials being considered publicly.
   - Public Meeting 1: Project Summary and Listening Session:
     - Introduction to the project,
     - Project goals and approach,
     - Presentation of results of Tasks 1-5
     - How people can stay informed on the project.
     - Open format workshop to solicit feedback from participants on their observations, concerns and goals.
   - Public Meeting 2: Review of Recommendations (near end of Task 7):
     - Project summary
     - Review of Workshop 1 points and outcomes
     - Presentation of Recommendations

Task 7 Deliverables:

- At least Two (2) Public Workshops as noted above, to include meeting preparation and materials.
- Written summary of Public Workshops

8. **Task 8: Develop Final Recommendations**

Task 8 Deliverables:

a. Final Report with Recommendations for new or amended by-laws to mandate low-impact development measures, limit storm/flood damage, mitigate stormwater

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runoff, reduce impervious surfaces, improve ecosystem resiliency, and minimize damage to structures from climate change impacts. The recommendations shall include suggested language.

b. Low-Impact Development / Best Management Practices (narrative and Review checklist). The narrative will educate property owners of the overall benefits to the environment and the value in protecting their properties from climate change impacts. The document's standards and checklists will serve as imperative components of the "Site Plan Review" ordinance that the Town will be adopting.

9. **Task 9: Presentation of Revised Zoning Ordinance and Regulations to Cumberland Planning Board**. The Consultant shall present an overview of the updated Zoning Ordinance and the updated Land Development and Subdivision Regulations at a Planning Board meeting(s). The Planning Board must provide a recommendation to the Town Council on the updated Zoning Ordinance's consistency with the Comprehensive Plan. At the same or separate meeting, the Consultant shall present an overview of the updated Regulations, with the purpose of the Planning Board voting on and adopting the Regulations.

   Task 9 Deliverable: Presentation to Cumberland Planning Board at potentially two (2) meetings, including meeting preparation and materials.

10. **Task 10: Presentation of Revised Zoning Ordinance to the Cumberland Ordinance Subcommittee**. The Consultant shall present an overview of the updated Zoning Ordinance at an Ordinance Subcommittee (OSC) meeting. The OSC refers all ordinances to Town Council.

Task 10 Deliverable: Presentation to Ordinance Subcommittee at one (1) meeting, including meeting preparation and materials.

11. **Task 11: Presentation of Revised Zoning Ordinance to the Cumberland Town Council**. The Consultant shall present an overview of the updated Zoning Ordinance at a Town Council meeting with the purpose of Town Council voting on and adopting the ordinance.

    Task 11 Deliverable: Presentation to Cumberland Town Council, including meeting preparation and materials.

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Transferability: The project will yield specific recommendations for bylaw amendments as well as sustainability standards for site plan review for new and renovated projects across all buildings sectors: residential, multifamily, and affordable housing, commercial, and institutions.

Project Schedule

The project is expected to take approximately eighteen (18) months. Respondents shall propose a project schedule in Gantt Chart format as part of their proposal.

Project Budget

The amount budgeted for this project is $100,000.

Project Management and Partners: The Consultant will work with a cross-functional team of representatives from Town departments and the RIDSP staff, as well as other appropriate agencies and organizations that may be identified, such as the RI Department of Environmental Management, the RI State Building Office, and the Blackstone River Watershed Association.

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RFP Criteria and Selection Schedule

Proposal Requirements

1. Cover letter and executive summary (one page maximum).
    a. Provide a short cover letter summarizing the qualifications of your firm, staff that will be assigned to the project, previous experience with similar projects, and any other information that you wish to highlight for the Bank.

2. Experience and resources - Please provide information relevant to your firm's:
    a. Experience and technical knowledge necessary to perform the RFP's scope of work, including:
        1) Demonstrated ability to analyze data and summarize findings;
        2) Demonstrated understanding of potential effects of climate change in Rhode Island;
        3) Demonstrated understanding of local regulatory tools and municipal regulations and bylaws; and
        4) Demonstrated understanding and/or experience with applying understanding of climate change and local regulatory tools to improve a community's resilience to the effects of climate change, including implementing nature-based solutions.
    b. Experience working with state and local government entities; with a focus on Rhode Island entities.
    c. A proven track record of delivering consistent technical planning services to municipal clients, including recent examples such as reports or other work samples.
3. Detailed approach to the services requested, including planning and implementation timelines.
4. Organizational profile - Provide information relating to:
    a. Your firm's legal structure, areas of expertise, length of time in business, number of employees, and other information that would be helpful in our evaluation of your firm.
    b. Your firm's direct experience servicing other clients in similar capacities over the last five (5) years.
    c. The address of the firm's home office and the address of the office that will manage the project.
    d. Information about the personnel who will work on the project, their

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experience, and their credentials. Provide the name and title of the individual who will serve as Project Manager.

e. Any relevant licenses or credentials held by staff (i.e., Professional Engineer, Professional Landscape Architect, LEED certification, AICP certification, CC-P® Certification).

f. Other relevant information relating to your firm.

5. References - Provide information for three (3) client references, including name, address, phone number, and email address.
6. Cost Proposal.

    a. The cost of products and services is one of the factors that will be considered in awarding this contract. Ultimately, this will be a value-based decision, and while cost is a component of best value, so is quality.

    b. The firm is required to submit an itemized cost proposal by activity for the Scope of Services including all projected reimbursable costs for travel, professional services, supplies and other related costs, plus a not-to-exceed amount that would be contained in a potential agreement with the Bank. Costs for prime and subcontractors can be combined but activities for sub consultants should be defined explicitly.

    c. The information requested in this section is required to support the reasonableness of your cost proposal.

7. Other Information (optional) - Please provide information about any other relevant products and services that your organization provides that you believe would benefit the Bank in meeting the objectives of this RFP.
8. Detailed approach to the services requested, including planning and implementation timelines.
9. Organizational profile - Provide information relating to:

    a. Your firm's legal structure, areas of expertise, length of time in business, number of employees, and other information that would be helpful in our evaluation of your firm.

    b. Your firm's direct experience servicing other clients in similar capacities over the last five (5) years.

    c. The address of the firm's home office and the address of the office that will manage the project.

    d. Information about the personnel who will work on the project, their experience, and their credentials. Provide the name and title of the individual who will serve as Project Manager.

    e. Any relevant licenses or credentials held by staff (i.e., Professional Engineer, Professional Landscape Architect, LEED certification, AICP certification, CC-P® Certification).

    f. Other relevant information relating to your firm.

10. References - Provide information for three (3) client references, including name, address, phone number, and email address.
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c. The information requested in this section is required to support the reasonableness of your cost proposal.

12. Other Information (optional) - Please provide information about any other relevant products and services that your organization provides that you believe would benefit the Bank in meeting the objectives of this RFP.

Selection Criteria

Responses will be judged on a 100-point scale as follows.

Selection Rating Scale

Experience, qualifications, and track record of project team	30 Points
Cost	10 Points
Approach to achieving the services requested	20 Points
Comprehensiveness of services offered	15 Points
Professionalism and quality of submission	20 Points
ISBE Participation	5 Points

Selection Process Schedule

Selection Schedule

RFP Issued	**6/4/2024**
Deadline for Respondents to submit questions	**6/11/2024**
Response to questions posted	**6/17/2024**
RFP Responses due	**6/28/2024**
Interview (if applicable)	TBD
Final Selection (Anticipated)	**7/19/2024**

Notifications

- 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.
- The Bank reserves the right to award all, partial, or none of this solicitation.
- The selected firm shall be responsible for any cost associated with the purchase of software required to perform the requested services.
- The Bank reserves the right to consider evaluation criteria other than those listed in this RFP.

- The contract would not create an employment relationship. Individuals performing services required by the contract are not employees of the Bank. The selected firm's employees shall not be considered employees of the Bank for any purpose and, as such, shall not be eligible for benefits accruing to Bank employees.
- Travel and travel reimbursement is not authorized without the written consent of the Bank.
- Bidders shall have the capability, experience, and expertise to provide the Bank with services in accordance with the requirements set forth herein and consistent with the representations made in the submission under this RFP.
- The Bank will not provide any reimbursement for any cost associated with the development or presentation of a proposal.
- Rhode Island Infrastructure 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 Rhode Island Infrastructure Bank's engagement and, if applicable, a copy of your Minority, Women, or Disability Owned Business Enterprise (MBE, WBE, or DisBE, respectively) state certification.
    - ISBE Participation Evaluation
        - The Rhode Island Infrastructure Bank encourages MBE/WBE/DBE 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/DBE Participation Rate.
    - Calculation of ISBE Participation Rate
        - 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%.
        - 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%.

See Attachment A 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.

- 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 Anthony Hebert at ahebert@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.

- 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.

Other Provisions

- 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 is sole and exclusive discretion.

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

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Attachment A: 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, DEDI, 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, DEDI, 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 DEDI 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 DEDI as soon as reasonably possible. The Division, in consultation with DEDI 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 separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the**

Name of Subcontractor/Supplier:		
Type of RI Certification:	□ MBE □ WBE	□ Disability Business Enterprise
Address:		
Point of Contact:		
Telephone:	Email:	
Detailed Description of Work To Be Performed by Subcontractor or Materials to be		
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**

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Attachment B: Contract Terms

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 – 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) 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 contactor 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 he is not an employee, agent, or servant of the State, and that he is 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, 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 he has 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 he has 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, 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. Contractor or bidder shall promptly notify the Bank in writing of all such Deliverables. 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, and 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 his 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 his 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

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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 manufacture'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.