

Request for Proposal

Income Survey Administration Services

Proposals Due on June 7, 2019 by 4:00 PM Eastern Time

Rhode Island Infrastructure Bank (the Bank) is soliciting proposals from firms to act as the Bank's income survey administrator for designated Rhode Island Small Water systems. The selected firm(s) will serve in such capacity on as needed basis for the duration of a two-year contract.

Proposals must conform to the requirements of this Request for Proposal (RFP) and should not exceed fifteen pages in length, including exhibits, except as noted. A concise executive summary and cover letter should accompany your proposal.

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

Anna Coelho Cortes
Director – Customer Engagement
Rhode Island Infrastructure Bank
acoelho@riib.org

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. The Bank is governed by a five-member Board of Directors, four of whom are appointed by the Governor, plus the Rhode Island General Treasurer. Over its almost three decades of existence, the Bank's core mission has evolved and expanded – most recently in 2015. Consistent with the Bank's mission of serving as Rhode Island's central hub for financing infrastructure improvements for municipalities, businesses, and homeowners, the Board and management are focused on delivering innovative financing for an array of infrastructure-based projects. Additional information about the Bank is available at www.riib.org.

Also noteworthy is the recent announcement that the Bank has become a signatory to the Green Bond Pledge. In doing so, the Bank is reinforcing its commitment to financing projects that directly account for environmental impact and climate risk. Finally, furthering its commitment to increasing overall investment in clean energy, the Bank recently joined the Green Bank Network. The Network is a global group of financial institutions dedicated to mobilizing private investment in clean energy and climate resilient infrastructure.

Additional information regarding the Bank may be obtained from the Bank's (i) most recent financial statements and annual report available at <https://www.riib.org/financial> and (ii) Continuing Disclosure filings and Official Statements available at www.emma.msrb.org.

Bank Programs

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.

The following are the programs currently in place:

- Clean Water State Revolving Fund
- Drinking Water State Revolving Fund
- Brownfield Revolving Loan Fund
- Property Assessed Clean Energy (PACE) programs
- Efficient Buildings Fund
- Municipal Road and Bridge Revolving Fund
- Rhode Island Water Pollution Control Revolving Fund
- Water Quality Protection Charge Fund
- Community Septic System Loan Program
- Sewer Tie-In Loan Fund

Engagement Scope

The Bank's Drinking Water program serves water systems both large and small. A public water system (PWS) is a system that provides water for human consumption to at least 25 individuals or 15 service connections. PWSs include: municipalities, small towns, homeowners' associations and multi-use facilities. By definition, a small water system regularly serves fewer than 10,000 people. Of the nation's 156,000 public water systems, 97% are designated as small systems.

More so than large utility scale systems, small water systems endure financial and operational challenges that hinder their ability to provide drinking water that meets the Environmental Protection Agency ("EPA") standards. EPA works closely with state partners, including the Infrastructure Bank, to assist small systems with financial and technical resources to sustainably provide safe drinking water. One metric for determining such assistance is customer income levels which is measured by conducting income surveys for small water systems who apply for financing through the Drinking Water State Revolving Loan Fund. By doing so, EPA and the Bank may gauge the degree to which a system requires additional subsidies such as grants and principal forgiveness loans.

The successful bidder will develop and execute a plan to conduct and complete income surveys of small water systems, when a given small water system applies to the Infrastructure Bank and needs such services. In conjunction with survey results, the successful bidder will submit a thorough analysis of the observed outcomes. The survey and subsequent analysis will be used to support the Infrastructure Bank's small water system engagement efforts.

Main Purpose

To accurately survey and assess the income ranges for Rhode Island's small water systems when requested.

Survey Goals

1. Develop and produce an accurate report of income and / or water rate statistics for any given RI small water system when requested.
2. Analyze and summarize the results in a written report, which is to be submitted in tandem with the raw data (survey results).
3. Compute data to determine if the small water system meets the Disadvantage criteria as set forth in the DWSRF's Disadvantaged Community Program.

Items to Be Included with Your Proposal

The successful bidder will submit with their response a detailed plan and schedule that encompasses how they will address the steps and requirements listed below:

Income Survey requirements:

- Aggregate a master list of all permanent residential customers of selected small water systems. An ideal master list will include house number and street address, as well as phone numbers for contact purposes. All occupied apartment units and mobile homes must be included if located in the survey area. Phone numbers are good for contact purposes. Businesses are not included in the survey nor are vacant properties.
 - a. Since surveys are to be conducted on an as-needed basis, this list will serve as the basis/reference point for a survey when requested by the Bank
- Make first contact with the residents to be questioned regarding the planned income survey.
 - a. This should be conducted by mailers, local advertisements or town/community meetings
 - b. To avoid raising unsubstantiated concern amongst community members, it is vital to ensure residents are educated on what the income survey is and why it is being completed
- Create a map of the system service area. The map will be used as a visual guide to show the residential customers that responded to the survey and those that did not. This is necessary for two reasons:
 - a. If the response rate is insufficient on all mail surveys, this map will enable a door to door survey (which the firm selected will be expected to complete)
 - b. Will be submitted at the end of the survey process to demonstrate that the survey results are a true representation of all the income classes of residential customers within the service area
- Conduct survey by obtaining completed and signed forms.
- Create and maintain a spreadsheet tracking all survey responses.
- Once response rate is met, perform a statistical analysis of the results.
- Draft a report explaining the survey procedures, response rate and any other survey results or conclusions.
- Submit final report with all findings and analysis.

Response Rate:

- The Bank requires at least an 80% response rate.

General Information & Relevant Experience

Provide a brief description of your firm, including but not limited to the following:

- Your survey team and their relevant experience carrying out small water system surveys;
 - Who will be the Bank's point of contact?
- Your experience conducting polls or surveys within Rhode Island or of other populations
 - Your data collection capability;
 - Procedures for ensuring efficiency and accuracy;
 - Examples or references from past surveys your team has completed
- Identify any material litigation, administrative proceedings or investigations in which your firm is currently involved, or which may be threatened against your firm or which have been settled during the past five years;
- Identify any material contracts, fee sharing agreements or other arrangements or dealings, direct or indirect, with the Bank or any of its consultants, employees, directors or the appointing authorities for any of its directors which may have a material effect on your selection or, if selected, on your performance, costs and profits;
- Indicate the point of contact that would lead the engagement with the Infrastructure Bank as well as key team members who would be supporting the Infrastructure Bank. Provide appropriate background information on such persons and identify what their responsibilities would be in serving the Bank; and
- Provide three references from among your public sector clients including names, addresses, and phone numbers, as well as the dates of when the survey was completed.

Costs

Provide the projected cost and desired fee for the services and tasks listed above.

- The successful bidder will include with its proposal, a detailed cost structure for the requested services
 - Pricing methodology: How do you bill for services provided
 - Flat fee or per response
- Do you incorporate incentive-based compensation for your services?
 - If yes, what are the typical KPI's?

Miscellaneous

- 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 Rhode Island Infrastructure Bank's engagement and, if applicable, a copy of your Minority- or Women-Owned Business Enterprise state certification.

- Discuss any topics not covered in this Request for Proposals that you would like to bring to the Bank's attention.
- 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 Rhode Island Infrastructure 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.

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:

- 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;
- 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;
- 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, 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.

Please include a letter from an authorized officer of your firm certifying that

- No member of your firm has made inquiries or contacts with respect to this RFP other than in an email or written communication to Michael Baer from the date of this RFP through the date of your proposal,
- No member of your firm will make any such inquiry or contact until after selection of a firm is made by the Bank,
- All information in your proposal is true and correct to the best of her/his knowledge,

- 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
- 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.

Schedule and Selection

The Bank may request interviews with some, all or none of the proposing parties. The Bank may reject any proposal which does not comply with the requirements of this RFP, or it may waive noncompliance and consider any such proposal. The Bank may conduct negotiations with any proposing party concerning the cost and the substance of that party’s proposal, before or after accepting or rejecting any proposal.

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| Deadline for questions | May 17, 2019 |
| Response to questions | May 24, 2019 |
| Responses due | June 7, 2019 |
| Selection (anticipated) | July 2019 |

Selection will be made solely on the basis of the Bank’s judgment as to the firms which best meets its needs taking into account the experience and capability of the proposing parties as reflected in the proposals or otherwise determined, the critical understanding of the needs of the Bank and its programs as reflected in the proposals or otherwise, and the cost of services as stated in the proposals or otherwise negotiated with the Bank.

By this RFP, the Bank has not committed itself to undertake the work set forth. The Bank reserves the right to reject any and all proposals, to rebid the original or amended scope of services and to enter negotiations with one or more respondents. The Bank reserves the right to make those decisions after receipt of responses. The Bank’s decision on these matters is final.

In its sole discretion, the Bank may negotiate with one or more respondents to submit more detailed proposals on specific projects. The Bank’s objective is to award the proposal to one bidder. However, the Bank reserves the right to make awards to multiple bidders.

The Bank reserves the right, in its sole discretion, to reject all responses, to waive any minor irregularities or informalities in a response, and to enter into any agreement deemed by the Bank to be in its best interest. Respondent is responsible for all costs of preparation of the proposal, including making any presentations necessary to the process. The Bank assumes no responsibility for costs associated with responding to this RFP.

If the Bank and the successful respondent (the “Contractor”) do not enter a separate contract, the agreement shall consist of the Request for Proposals and all attachments and amendments thereto (including without limitation these Contract Terms), the signed proposal submitted by the Contractor, and a purchase order or letter of agreement requiring the signatures of the Bank and the Contractor, all of which shall be referred to collectively as the “Contract Documents.”

The Bank reserves the right to make those decisions after receipt of responses. The Bank's decision on these matters is final.

Thank you for your interest in doing business with the Bank.

CONTRACT TERMS

GENERAL TERMS:

By submitting a proposal, the respondent agrees and assures that information contained in his/her proposal is accurate to meet the needs of the Bank as set forth in the Engagement Scope; specifications are adequate; and that the respondent accepts the terms and conditions set forth herein. Any exceptions should be noted in the respondent's proposal. Unless otherwise specified, all proposals shall be valid for 90 days from the deadline for submissions.

In the event one or more clauses of the Contract Documents are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract Documents.

The Contract Documents may not be amended, modified, or supplemented except by mutual written agreement of the parties.

The Contract Documents and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Rhode Island without reference to its conflicts of laws principals. The Contractor agrees that any litigation action or proceeding arising out of this Contract shall be instituted in a state court located in the State of Rhode Island.

Neither party to the Contract Documents shall assign the Contract Documents without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of the Bank.

INDEMNIFICATION

Contractor releases, waives, discharges and covenants not to sue the Bank or any representative, manager, operator, official, officer, director or employee thereof (collectively, the "Released Parties") for any injury, death, loss or claim incurred by Contractor or any agent or representative of Contractor arising out of or in connection with the performance of the Contractor, or any agent, representative, or subcontractor thereof, under the Contract Documents.

The Contractor hereby indemnifies and holds the Released Parties harmless from any and all loss, damage, claims, causes of action, costs and expenses (including attorney's fees) arising from or related to the acts or omissions of the Contractor or any agent or representative of the Contractor in connection with the performance of the Contractor, or any agent, representative, or subcontractor thereof, under the Contract Documents.

CONTRACTOR'S LIABILITY INSURANCE

During the term of the Contract Documents, Contractor shall maintain the following insurance coverage:

- 1) Commercial General Liability - \$1,000,000 per occurrence or more (bodily injury and property damage);

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- 2) Automobile Liability (including hired & non-owned) - \$1,000,000 per occurrence or more (bodily injury and property damage);
 - 3) Workers Compensation (for all personnel in compliance with applicable state law).

DEFAULT CONTINGENCY

In the case of default by the Contractor, under the terms of the Contract Documents, the Bank may procure substantially similar items from other sources and Contractor will be responsible for any excess cost occurring as a result of Contractor's default.

PAYMENT

Payment will be made upon receipt of an accurate invoice for goods or services that have been delivered, installed and accepted by the Bank.