

Request for Proposals (RFP)

Marketing Communications Services

Proposals Due by 4:00 PM Eastern Time on November 25, 2024

Rhode Island Infrastructure Bank is soliciting proposals for one or more qualified firms to provide services described in Scope A and Scope B. Firms may submit proposals for either Scope A or B or both.

Proposal Submission: Electronic submission is required. Proposals must conform to the standards stipulated throughout the RFP. A one-page Cover Letter and Executive Summary should accompany each submission. Proposals should be submitted in PDF format to:

Anna Coelho Cortes
Managing Director
Rhode Island Infrastructure Bank

Subject: RFP - Marketing Communications Services
rfp@riib.org

Any questions should be submitted to Anna Coelho Cortes at rfp@riib.org no later than 4:00 P.M. Eastern on November 6, 2024. All questions and answers will be aggregated and posted publicly on the RFP section of www.riib.org by November 8, 2024 by 4:00PM. The Bank will not answer questions verbally or individually during the RFP process.

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.

The following are the programs currently in place:

- Clean Water State Revolving Fund (CWSRF)
- Drinking Water State Revolving Fund (DWSRF)
- Efficient Buildings Fund (EBF)
- Municipal Resilience Program (MRP)
- Municipal Road and Bridge Revolving Fund (MRBRF)



- Commercial Property Assessed Clean Energy (C-PACE)
- Community Septic System Loan Program
- Rhode Island Water Pollution Control Revolving Fund
- Stormwater Project Accelerator (SPA)
- Water Quality Protection Charge Fund
- Sewer Tie-in Loan Fund
- Clean Energy Fund
- Brownfields Revolving Fund

RFP Introduction and Background

There are two components to this RFP. Respondents are invited to bid for either section, or both. Scope A and Scope B are further described below:

- A. **Marketing, Communications and Public Relations Strategy:** The Bank is seeking a firm or firms to evaluate the Bank's current marketing, communications and public relations approach and design, develop and execute on a firmwide marketing and communications strategy in collaboration with the Bank's management. This strategy will include an evaluation of current marketing approaches (newsletters, press releases, webmaster, social media) and propose a strategy and implementation plan to augment and/or catalyze market awareness of the Bank's programs. The strategy should include goals and metrics against which the Bank may measure success.
- B. The Bank is seeking a firm or firms to procure or produce specialized video content and professional photography that aligns with the Bank's marketing and communications strategy.

RFP Criteria and Selection Schedule

Requirements

- Cover letter
 - 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. Include any proposed individuals or firms who your firm may engage to complete this project and the scope of work any third-party may provide.
 - Experience and resources - Please provide information relating to your firm's and any proposed third party's experience and technical knowledge necessary to complete the RFP's scope of work.
 - Provide a list of all state and local governmental entities in Rhode Island for which your firm provides services similar to those in your proposal.
- Organizational profile - Provide information relating to:
 - 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 proposal.
 - Your firm's direct experience servicing other clients in similar capacities over the last five (5) years.
 - The address of the firm's home office and the address of the office that will manage the project.
 - 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.
 - Any relevant licenses held by staff.
 - Other relevant information relating to your firm.
- References
 - Provide three (3) references, including name, address, phone number, and email address.
- Cost Proposal
 - The cost of products and services is one of the factors that will be considered in awarding this contract.
 - The firm is required to submit an itemized cost proposal by activity for the Scope of Work 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.
 -
- 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

Selection Rating Scale

Comprehensiveness of services offered (cost factor approx. 30 points)	33 Points
Experience, qualifications, and track record of the proposed project team	33 Points
Professionalism and quality of submission	33 Points

Selection Process Schedule

Selection Schedule

RFP Issued	October 28, 2024
Deadline for Respondents to submit questions	November 6, 2024
Response to questions posted	November 8, 2024
RFP Responses due	November 25, 2024
Interview	December 2 – 6, 2024
Final Selection	On or around December 11, 2024

Notifications/Other requirements

- 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 Consultant 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 vendor'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/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.
- 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 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.

- 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 Anna Coelho Cortes at rfp@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.

Identify any conflict(s) of interest that may arise as a result of your firm's engagement on this project, including any engagements with state or local governmental entities in the State of Rhode Island. Describe how your firm will handle actual and/or potential conflicts of interest.

Identify any material litigation, administrative proceedings, or investigations in which your firm is currently involved. Identify any material litigation, administrative proceedings, or investigations to which you firm or any of its principals, partners, associates, subcontractors, or support staff was a party, that has been adjudicated or settled within the past two (2) years.

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 State of Rhode Island. This is a requirement only of the successful Contractor.

- 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 its sole and exclusive discretion.
- 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.

Attachment A: Scope of Work

The following scope of work carefully specifies the marketing services of which the Bank seeks to enhance and utilize through the development of a comprehensive strategy. As part of the strategy development, applicants should plan to leverage primary and secondary research, competitive audit, and interviews (internal and external) to adequately determine the Bank's brand perception amongst key stakeholder groups. Ultimately, the strategy will shape the tactics deployed to implement it. With that in mind, applicants are encouraged to provide suggestions or changes to the scope of work if deemed more conducive to the broader strategy.

External Communications

Objective: Provide turnkey communications services for the Bank. The Bank regularly issues publications and hosts events. The successful bidder is expected to manage and curate the flow of information emanating from the Bank. Moreover, the successful bidder will demonstrate an aptitude and plan for expanding the Bank's external media engagements.

Projects:

Press & Media Management

- Managing Bank publications promptly.
 - Drafting and distributing the Bank's monthly newsletter. The newsletter gives a recap of the Bank's activities for the most recent month.
 - It is imperative that the selected bidder designate a specific employee to attend all Bank board meetings. Meeting contents often foreshadow newsletter stories.
- Writing and issuing press releases on behalf of the Bank.
 - Usually 2-4 Press Releases per month.
 - Soliciting quotes from the relevant parties.
 - Handling of Distribution to the Bank's email list.
- Issuing media alerts.
- Assisting with the formation and timely completion of the Bank's annual report.
- Writing articles and editorials on behalf of Infrastructure Bank management.

Advertising

- Execution of creative marketing/advertising campaigns.
- Develop and execute on a two-year promotional and marketing strategy, including a social media strategy.
- Assure that marketing/advertising reaches the many diverse populations within our state including those that may be hard to reach but could most benefit from our programs.
 - Reach underrepresented populations.
- Consistent and dynamic content creation.
 - Animation
 - Infographics.
- Content Deployment & Management.
 - Websites and social media platforms.
 - Traditional marketing platforms (i.e., TV, radio, trade publications, traditional media, direct marketing, etc.).

- Emerging platforms (podcasting, streaming).
- Leveraging cutting-edge engagement strategies.
 - Using psychographics to tailor messages.
- Engaging challenging and hard to reach and underrepresented populations; and Successfully conducting active public engagement around controversial issues.

Selected vendors will be expected to:

- Develop and propose a system of metrics for measuring results and outcomes:
 - Provide regular reports to determine if efforts are achieving agency goals.
 - Monitor and provide analytic data to ensure the effectiveness of advertising and media expenditures.
- Recommend advertising channels across print, digital, social, broadcast and radio, based on research and agency goals:
 - Negotiate fees with selected publications and media outlets.
 - Place ads with media outlets as needed.
 - Respondents should have a working knowledge, or experience with the following traditional and non-traditional media platforms: Television, radio, outdoor advertising, Google AdWords, print publications, YouTube video advertising, SEO, and social media advertising.

Brand Strategy Development & Management

Objective: Maintaining and enhancing the Bank's brand identity and ensuring consistent brand standards are adhered to when developing content.

Projects:

- Provide advice and expertise to staff on enhancing and maintaining brand standards.
- Assure that marketing/advertising reaches the many diverse populations within our state including those that may be hard to reach but could most benefit from our programs.
- Share and/or conduct market research and expertise to ensure effective outreach to target audiences.
- General public perception towards the Infrastructure Bank, its purpose, its results and its Brand.
- Forming insights and targeted strategies to further the Bank's stakeholder appeal.

Event Management

Objective: The Infrastructure Bank leverages event-based marketing to engage stakeholders and catalyze broader public discourse on infrastructure related initiatives. Successful bidders will be expected to assist in all aspects of the event lifecycle.

Projects:

- Organizing and arranging Infrastructure Bank events.
- The Annual Rhode Island Infrastructure Summit (1-day event).
- Planned stakeholder events for the League of Cities and Towns, United for National Infrastructure Week, groundbreakings, ribbon cuttings, and site visits.
- Stakeholder and program information sessions.
- Managing all event aspects.

- Logistics.
- Invitations.
- Props (if necessary).
- Conducting feedback surveys for Infrastructure Bank events

Website Management, Digital Development

Objective: The Infrastructure Bank’s current website was re-developed in 2020 and is in need of improvements and active tailoring to ensure a positive user experience. Furthermore, the Bank is interested in providing more engaging resources from which stakeholders can glean further information. Thus, the Bank is also interested in obtaining continuous graphic design, video and audio services.

Projects:

Graphic Design:

The vendor must have the necessary expertise to provide the following services:

- Web-site management: Undertake day-to-day management of the Bank’s website, (www.riib.org). The site was designed and is updated using the content management software Wordpress.
 - As-needed web-site updates.
 - New web-page development.
 - Liaison with the Bank’s web-hosting and site-maintenance provider.
 - Conduct web-path and click-through analysis.
- Develop visual themes and branding that can be applied to a wide variety of media.
- Work with staff and other contractors to collaboratively develop creative approaches to publications and other outreach efforts.
 - Develop graphic elements that support a cohesive visual theme for the Bank, and that can be integrated for use on the website, social media, and other non-print uses.
 - Design and layout various print publications, including the Bank’s Annual Report and other reports, publications, and printed materials identified by the Bank.
 - Develop timelines for the preparation and production of the above pieces
- Update the agency’s graphic and brand standards.
- Submit original files of all graphic design elements to the Bank upon completion.

Audio & Video, and Print Production:

Lead multi-media development efforts on behalf of the Bank on an as needed basis. Pricing for such services will be accounted for as situational and should not be included as part of the retainer price.

- Production: Oversee creative direction of video crews, actors and non-professional talent; Set design and art direction; HD shooting; Voiceover and ADR recording.
- Post-production: Sound editing and mixing; Closed captioning-capability; Video editing, including graphics and music.
- Work with staff to review rough cuts, develop the sequence of video clips, and identify gaps in footage for additional filming.
- Upload final edited version to the video hosting site that the Bank specifies.

- Provide unedited raw footage and rough cuts of all filming sessions for the Bank to save, review and otherwise use without limitation.

Applicant Qualifications

As part of proposals, applicants should demonstrate experience and provide examples of their work in the following areas:

- Serving financial services companies.
- Working with state and local government entities.
- A proven track record of delivering consistent PR services.
 - Current client lists
 - Recommendations
 - Recent media clippings of your firm's works
 - Ability to successfully penetrate significant media outlets
- Graphic Design/Layout: experience managing and coordinating graphic design projects from concept through completion; working closely with clients to create a vision, conceive designs, and consistently meet deadlines and requirements; coordinate freelance designers, consultants, and vendors to meet all project requirements; extensive experience in multimedia, marketing, and print design
- Production: managing all operational, strategic, financial, quote/bid, staffing, and administrative functions relating to design services; coordination with vendors, printers and others
- **Web-Site Management: Familiarity with and a strong competency in the content management software Wordpress.

Successful Submissions Will Include

- Provide examples of a broad body of work, as well as a project approach, and average project cost examples for advertising & content distribution through a diverse set of channels, such as: Out of home (OOH) print, social media, traditional media
- Provide project approach, and average project cost examples for:
 - One, (1) four-panel, four-color brochure – including discovery, interviews, copy writing and design; exclusive of printing and photography.
 - One (1) full-day video shoot with raw footage.
 - One (1) half-day video shoot with raw footage.
 - Cost for three (3), two (2)-minute videos, edited.
 - 10-episode podcast (each episode 20-30 minutes); includes content development, recording, editing; not including the cost of media buys/placement to push engagement.

Attachment B: Scope of Work

Strategic Messaging Plan – Energy Program Focused

Objective: Articulate our message in a way that registers with our audience and deliver a plan to share that message.

Project: Determine the Bank’s positioning, philosophy, competitive differentiation, and messaging architecture. Through primary and secondary research, competitive audit, and a series of stakeholder interviews (internal and external), the Bank is looking to determine the key tenets, points of differentiation, and messaging pillars that inspire action. The Bank wants to have a clear understanding of its primary and secondary audience segments as well as influencers who may be involved in the decision-making process. The output of this project is well defined audience personas, value proposition or brand promise, mission statement, tagline, key messaging points, and an execution strategy for using these points to reach the Bank’s desired audience and influencer segments.

Brand Development

Objective: Create a defining and memorable look that sets us apart.

Project: Create a brand identity under the umbrella brand of Rhode Island Infrastructure Bank (RIIB). Deliver a brand identity package including logo and any supporting graphic marks. Package should include color palette, typeface and typography styling standards, usage of graphic mark with the Bank’s brand, and photography standards.

From this package the Bank wants to create a series of templates for its collateral materials that uses the brand identity in numerous ways. The list of outputs includes, but is not limited to:

- Case studies.
- Fact sheets.
- PowerPoint presentations.
- Infographics.
- Press release templates.
- Social media channel branding and post templates.

Website Development and Deployment

Objective: Create a website that builds credibility, provides key information required at this stage of the journey, overcomes objections, and directs the user to a clear next step on their journey to "purchase".

Project: Create a well-designed website that gives the Bank’s defined audience personas a clear path to action. Architect, design, develop, build and launch a website that utilizes the defined strategic messaging approach pointing users to the key information needed to take the next step. Well-defined calls to action should be a part of the architecture as should the ability to add additional energy loan and lending products to the site easily and seamlessly in the future. Forms

(e.g. the project application) will be hosted on the site as well as a library of webinars, videos, and other content-rich media.

- The site should be built dynamically and for mobile (tablet and phone) compatibility.
- Work with the Bank to collectively determine and measure key performance indicators to ensure the site is structured to achieve the Bank's goals.

Distribution of Marketing Message

Objective: Build awareness and drive activity to the Bank's desired form of action.

Project: Create a content and distribution plan that outlines the distribution points to use in order to reach the Bank's defined audience using the Bank's brand messaging. Distribution points to consider:

- Traditional media: print, local advertisements.
- Social media.
- Public relations; and
- Newsletters and direct communications.

For each distribution plan, outline messaging points, creative materials to use, and content to create that covers one (1) calendar year. Outline how the plan will then be implemented. Also integrate the key performance indicators and indicate how the plan will achieve those indicators.

Applicant Qualifications

As part of proposal, applicants should demonstrate experience and provide examples of their work in the following areas:

- Serving financial services companies, utilities or energy programs, professional services firms.
- Working with state and local government entities; with a focus on Rhode Island entities.
- A proven track record of delivering consistent branding services
 - Current client lists
 - Recommendations
 - Recent media clippings of your firm's works and weblinks to client websites
 - Examples of client's marketing materials
- Experience with and mastery of the Wordpress web-design tool
- A list of the personnel who will be assigned to the Bank's account, along with each individual's related experience.

Successful Submissions Will Include


- Relevant examples of work completed for current clients
 - Existing client website and marketing content or materials
- Detailed planning and implementation timelines for the services to be provided.
- A detailed outline of the cost-structure for the components of services to be provided under the scope of work

Attachment 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 separate forms 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:

Telephone:	Email:
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Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:		
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Total Contract Value (\$):	Subcontract Value (\$):	ISBE Participation Rate (%):
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Anticipated Date of Performance:

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature	Title	Date
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Subcontractor/Supplier Signature	Title	Date
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Attachment D: Terms and 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 – 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. Contractor 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 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 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).
- 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.
- 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:

- The offer is fully responsive to the terms and conditions of the Request, and
- 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
- 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:

- 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 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:

- Professional liability insurance for malpractice of \$1,000,000
- Comprehensive General Liability Insurance
 - Bodily Injury: \$1,000,000 each occurrence (\$1,000,000 annual aggregate)
 - Property Damage: \$500,000 each occurrence
- \$500,000 annual aggregate
 - Independent Contractors
 - Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations
 - Completed Operations
 - Personal Injury (with employee exclusion deleted)
- Automobile Liability Insurance –
 - Combined Single Limit \$1,000,000 each occurrence; Bodily Injury and Property Damage, and in addition non-owned and/or hired vehicles and equipment
- 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:

- 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.
- 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.
- 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.