

Request for Proposals (RFP)

Stormwater Project Identification and Realization (SPIRe) Consultant Services

Proposals due by 12 PM Eastern Time on Monday, October 12, 2026

The Rhode Island Infrastructure Bank (the “Bank”) is soliciting proposals for a qualified firm(s) to provide technical services to assist the Bank with the management of the Stormwater Project Identification and Realization (SPIRe) program and progress municipal stormwater management projects. The SPIRe program is the initiative through which the Bank identifies projects for funding for Sewer Overflow and Stormwater Reuse Municipal Grant (OSG) subawards to RI municipalities. The Bank will be seeking assistance soliciting and scoring stormwater projects into a SPIRe Project Priority List (PPL), advancing selected projects on the PPL to conceptual design, and finalizing OSG subawards to municipalities. FFY25 & FFY26 OSG funding is expected to be awarded to the Bank in fall 2026 with the goal of municipal OSG subawards being made by the summer of 2027.

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

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

Questions regarding this RFP should be submitted to the Bank at the e-mail address above no later than **12:00 PM Eastern Time on September 25, 2026**. All questions and answers will be aggregated and posted publicly on the “Requests for Proposals” (RFP) section of www.riib.org on or before **October 2, 2026**. 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, and stormwater and climate resiliency. The Bank actively supports and finances infrastructure investment through grantmaking, 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.

Background & Purpose of RFP

OSG Program Background: Urban stormwater is a significant source of water pollution and can be a public health concern. Stormwater can collect various pollutants including trash, chemicals, oils, and dirt/sediment and convey them to nearby waterways. When mixed with domestic and industrial wastewater in combined sewers, stormwater can also contribute to combined sewer overflows during heavy storm events. Managing runoff remains a complex environmental challenge for local communities across the country. Many communities often face financial challenges trying to correct these issues given the costs to construct, operate, and maintain the infrastructure. This Federal grant program will provide funding for critical stormwater infrastructure projects in communities including combined sewer overflows (CSO) and sanitary sewer overflows (SSO).

America's Water Infrastructure Act (AWIA) of 2018 amended section 221 of the Clean Water Act, which reauthorized the Sewer Overflow and Stormwater Reuse Municipal Grants program. These amendments expanded project eligibilities to include stormwater management projects and authorized appropriations for the program. Grants will be awarded to states, which will then provide sub-awards to eligible entities for projects that address infrastructure needs for CSOs, SSOs, and stormwater management. In 2021, the Infrastructure Investment and Jobs Act amended the program to add a focus on funding projects in rural and financially distressed communities while also eliminating project cost share requirements for these communities.

RI Program History: Since 2020, the Bank has been managing annual allocations of OSG funding from the EPA. To date, the Bank has awarded funding to thirteen OSG projects, totaling more than \$1.7 million. The Bank anticipates another \$604,000 in OSG funding in fall 2026 for which the Bank must establish a PPL for before making new awards, and may receive additional funding in future fiscal years. The SPIRe program is the conduit through which OSG subawards are later made, providing a list of eligible projects which have had conceptual design completed and general project feasibility established.

OSG subawards are intended to take projects which have had a conceptual design completed under SPIRe and allow municipalities to complete the design and permitting for their project(s). It is the Bank's intention to use SPIRe and OSG to assist municipalities in creating shovel-ready projects which can be funded in the near future through financing programs at the Bank, other statewide grants, or allow the municipality to self-finance and/or implement themselves.

Purpose of the RFP: The Bank is seeking stormwater consultant(s) to assist with the management of the Stormwater Project Identification and Realization (SPIRe) program and subaward of Sewer Overflow and Stormwater Reuse (OSG) municipal grants; advancing stormwater projects statewide which address water quality challenges. The Bank has allocated up to \$205,000 for this effort. While

this amount represents the maximum funding available, respondents shall submit competitive and cost-effective proposals, as the reasonableness and competitiveness of the cost proposal will be considered as part of the evaluation and contractor selection process.

Project Schedule: The project is expected to take approximately twelve (12) – fifteen (15) months from project kick-off to close-out, which will be at the time new OSG subawards are made by the Bank.

Scope of Services

1. Project Initiation & Outreach

- Consultant(s) will coordinate and attend a project kickoff meeting with the Bank to review project goals and scope of work.
- Review the project approach, scope of work, schedule of activities, and communication plan with municipalities.
- Review and finalize scoring/methodology with the Bank for identifying and prioritizing viable municipal stormwater improvement projects. During this meeting the Consultant will work with the Bank to select an approach that will best meet project stakeholders' needs while ensuring regulatory compliance.
- Provide assistance to the Bank in creating outreach/marketing materials for the SPIRe/OSG project solicitation. The primary focus will be creating a program one-page factsheet.
- Provide assistance to the Bank for program promotion and outreach to solicit municipal projects. The Bank intends to provide first and final notice of project solicitations and an explanation of the program while the selected Consultant will provide follow-up information to municipalities, take program and project eligibility questions, provide basic PPL application assistance, and provide preliminary project vetting services.
- Identify known, potential municipal stormwater projects that should be considered based on information available from the Bank and the consultant's working knowledge of communities in the state.

2. Project Priority List (PPL) Compilation, Scoring & Project Selection

- Once the SPIRe PPL window has closed, the selected consultant will compile all program applications into a project spreadsheet, similar to the CWSRF PPL. All applications will be reviewed, categorized, and scoring according to the agreed upon scoring methodology. SPIRe project methodology and scoring weights will mirror that of the EPA approved OSG program. The FFY25 & FFY26 Rhode Island SPIRe and OSG subaward criteria will consist of the following:
 - Expected direct stormwater benefits (e.g. Water quality benefits, reduced flooding)

- Need for funding
 - Co-benefits (e.g. urban greening)
 - Cost Effectiveness
 - Project Feasibility & Readiness
 - Green Project Eligibility
 - Engagement of Financially Distressed Communities
 - Engagement of Rural Communities
- The selected consultant will provide a final SPIRe PPL with the list of eligible projects scored according to the criteria. Projects on the PPL will be eligible for consideration of funding through SPIRe and OSG.
- Following the completion of the PPL, the selected consultant is anticipated to work with the Bank to select between six (6) to eight (8) high-priority projects which will advance to the conceptual design phase.

3. Conceptual Design Services for Selected Projects

The program consultant will use available information to prepare conceptual designs for those projects which have been selected to advance. This component of the project is anticipated to be the most labor-intensive and cost-intensive phase of the overall effort.

- The consultant will coordinate joint meetings with the applicable regulatory bodies for the selected projects (RIDEM, RIDOT and CRMC, etc.) to document the permitting process and application requirements. This portion of project will determine the potential level of difficulty in permitting/project feasibility, inform project design, and inform the OSG subaward process.
- Review and compile available site-specific maps and data from the host municipalities including hydraulics, utilities, alignment and survey, as well as any previous design information. Review and compile available GIS mapping and environmental data for each candidate site (property lines, topography, wetlands, NRSC soils, flood zones, watersheds, etc.).
- The consultant will advance to 10% conceptual design plans for those selected SPIRe projects. The consultant will conduct meetings with municipal staff and the Bank to discuss project requirements, major issues to be addressed, stakeholder needs, and potential solutions prior to the preparation of the plans. The plans will include:
 - A project site map showing the conceptually proposed stormwater improvements. The concept design plan will be to the level of detail that is appropriate for permitting pre-application meetings.
 - Calculate potential pollutant removal which will establish expected project benefits.
 - A delineation of drainage areas that would be managed by the proposed project.
 - An opinion of cost to complete the design and permitting for the project.
 - An opinion of cost for the construction of the improvements.
 - A brief technical memorandum will accompany the plans with a written summary for

all stormwater solutions/the project scope. This memorandum will also summarize water quality benefits, impacted environments and bodies of water, and any project co-benefits.

- Site visits may be required for selected projects moving forward to the conceptual design phase. The need for and scheduling of site visits with municipal staff will be determined later in the planning process by the Bank and consultant.

4. Finalization of OSG Subawards

Following completion of the conceptual design plans, the consultant will collaborate with the Bank to evaluate and determine the final OSG subaward allocations. Projects that receive conceptual design services through this effort may be considered for subsequent OSG funding, with award decisions informed by project readiness, anticipated impact, and alignment with program priorities.

The consultant will provide technical support to ensure that funding recommendations comply with all applicable OSG program requirements and EPA regulations, while also helping to maximize the effectiveness of available funds. This process will focus on allocating awards at appropriate levels to advance project design toward completion, position municipalities with shovel-ready projects, and generate meaningful resilience, environmental, and community benefits at both the local and statewide levels. Below is a summary of OSG program requirements, organized by award threshold and eligible use of funds.

Minimum Thresholds for Use of OSG Funds:

- Green Project Allocation: At least 20% of Federal grant
- Rural Community Allocation: At least 15% of Federal grant
- Financially Distressed Community Allocation: At least 10% of Federal grant

Project Types:

The following project types, as stated within the OSG programmatic requirements under the Stormwater Management header, will be eligible for design, engineering, and construction using Rhode Island OSG funds:

Green Infrastructure: Plant or soil systems, permeable surfaces, stormwater harvesting and reuse systems, or landscaping features designed to store, infiltrate, or evapotranspire stormwater and reduce flows to sewer systems or surface waters.

- Planning and design activity related to an eligible capital project
- Green roofs, blue roofs, green streets, and green walls
- Rainwater harvesting collection, storage, management, and distribution systems
- Real-time control systems for harvested rainwater
- Infiltration basins
- Constructed wetlands, including surface flow and sub-surface flow (e.g., gravel) wetlands
- Bioretention/bioswales (e.g., rain gardens, tree boxes)
- Permeable pavement
- Wetland/riparian/shoreline creation, protection, restoration
- Establishment/restoration of urban tree canopy
- Replacement of gray infrastructure with green infrastructure including purchase and

demolition costs

Gray Infrastructure: *Conventional piped drainage and water treatment systems designed to move urban stormwater away from the built environment*

- Planning and design activity related to an eligible capital project
- Traditional pipe, storage, and treatment systems
- Collection and treatment systems for reuse
- Real-time control systems for CSO management
- Sediment controls including: Filter fences; Storm drain inlet protection; Street sweepers; Vacuum trucks

Other capital projects *for the purposes of mitigating or preventing the impact of stormwater on wastewater collection or treatment*

Nonpoint source management (§319) projects, *as defined within Rhode Island's NPS plan, which meet CW SRF and OSG eligibility criteria*

National Estuary Program (NEP) (§320) projects, *as defined within the Narragansett Bay Comprehensive Conservation and Management Plan (CCMP), which meet CW SRF and OSG eligibility criteria*

Watershed pilot (§122) projects *which meet CW SRF and OSG eligibility criteria*

- Watershed Management of Wet Weather Discharges: Watershed management of wet weather discharges includes the management of municipal combined sewer overflows (CSOs), sanitary sewer overflows, and stormwater discharges.
- Stormwater Best Management Practices (BMPs): Stormwater BMPs include activities that manage, reduce, treat, recapture, or reuse municipal stormwater.
- Integrated Water Resource Planning: An integrated water resource plan facilitates the coordinated management and protection of surface water, ground water, and stormwater resources on a watershed or sub-watershed basis to meet the objectives, goals, and policies of the CWA.
- Municipality-Wide Stormwater Management Planning: A municipality-wide stormwater management plan identifies the most effective placement of stormwater technologies and management approaches to reduce water quality impairments from stormwater on a municipality-wide basis.
- Increased Resilience of Treatment Works: Eligible projects are those that increase the resilience of treatment works to manmade or natural disasters, such as extreme weather events and sea-level rise. This includes efforts to assess future risks and vulnerabilities.

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:
 - i. Demonstrated ability to analyze data and summarize findings;
 - ii. Demonstrated ability to provide engineering services to address water quality and community flooding vulnerability hazards;
 - iii. Demonstrated understanding of stormwater best management practices (BMPs) in Rhode Island;
 - iv. Demonstrated understanding of EPA, state, and local regulatory tools regulations and bylaws; and
 - v. Experience working with state and local government entities; with a focus on Rhode Island entities.
 - vi. A proven track record of delivering consistent technical planning/assistance services to state/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 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, etc.).
 - f. Other relevant information relating to your firm.
5. Cost Proposal.
 - a. The cost of products and services is one of the factors that will be considered in awarding this contract. The information requested in this section is required to support the reasonableness of your cost proposal. Please provide estimated hourly costs and a total proposal amount for the project. Ultimately, this will be a value-based decision, and while cost is a component of best value, so is quality.
6. Please include a letter in your proposal from an authorized officer of your firm certifying that:
 - a. (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 the Bank at



- RFP@riib.org from the date of this RFP through the date of your proposal;
- b. (ii) no member of your firm will make any such inquiry or contact until after selection of a firm is made by the Bank;
 - c. (iii) all information in your proposal is true and correct to the best of her/his knowledge; and
 - d. (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;
 - e. (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.
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.

Selection Criteria

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

Selection Rating Scale

Experience, qualifications, and track record of project team	25 Points
Cost	15 Points
Approach to achieving the services requested	25 Points
Comprehensiveness of services offered	15 Points
Professionalism and quality of submission	15 Points
ISBE Participation	5 Points

Selection Process Schedule

Selection Schedule

RFP Issued	9/8/2026
Deadline for Respondents to submit questions	9/25/2026
Response to questions posted	10/2/2026
RFP Responses due	10/12/2026
Interview (if applicable)	TBD

Final Selection (Anticipated)**October/November 2026**

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.
- 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: 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 ISBE 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

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 of 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 amount 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. Contractor or Bidder will invoice for each program separately.

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 \$2,000,000
- b. Comprehensive General Liability Insurance
 - i. Bodily Injury: \$1,000,000 each occurrence (\$2,000,000 annual aggregate)
 - ii. Property Damage: \$1,000,000 each occurrence
- c. \$2,000,000 annual aggregate
 - i. Independent Contractors
 - ii. Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations
 - iii. Completed Operations
 - iv. Personal Injury (with employee exclusion deleted)
- d. Automobile Liability Insurance –
 - i. Combined Single Limit \$1,000,000 each occurrence; Bodily Injury and Property Damage, and in addition non-owned and/or hired vehicles and equipment
- e. Workers’ Compensation Insurance – in compliance with State law

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

INDEMNITY: The contractor guarantees:

- a. To hold the Bank, its agents and employees, harmless from any liability imposed upon the Bank arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.

- b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the municipality, State of Rhode Island and/or federal government.
- c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to 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.