

REQUEST FOR PROPOSAL
The Rhode Island Life Science Hub - Audit Services

RFP Posting Number: RFP-04-2308

The Rhode Island Life Science Hub (“RILSH”) is soliciting Proposals from a firm or firms qualified to perform audit services.

This document constitutes a Request for Proposal (“RFP”), in a competitive format, from qualified firms. This request is an offer by RILSH to underwrite, in accordance with the terms and conditions of this RFP, the services proposed by the successful firm(s), by contract.

The respondents (“Proposers”) to this RFP shall provide a proposal, in accordance with the terms and conditions set forth herein, to provide the services to the RILSH that are described in the Scope of Work.

Background

The RILSH is a quasi-public corporate body and agency created by the Rhode Island General Assembly, pursuant to R.I. Gen. Laws § 23-99-4, to act as the central entity responsible for coordinating and organizing life science initiatives within Rhode Island. Through the evaluation of and potential investment into selected life sciences companies, RILSH serves to strengthen the life sciences sector in Rhode Island.

The intent for audit services is to comply with State and Federal regulations with respect to audited financial statements.

Project Overview

The audit shall be completed and final audit reports (inclusive of all audit communications) related to the financial statements shall be delivered to the RILSH, the Director of Administration, the State Controller and the Auditor General by September 30th of each year for the RILSH, and the Plan (as required by Section 35-6-37 of the General Laws).

Audit Scope

1. Audit the separate financial statements and supplementary schedules of the following entities as of and for the years ended June 30, 2024, 2025 and 2026:
 - Rhode Island Life Science Hub (RILSH)

Basic financial statements to be audited include:

- Statement of Net Position
- Statement of Changes in Net Position
- Statement of Cash Flows

2. Required supplementary information (RSI):
 - Management’s Discussion and Analysis (all entities)
 - Notes to Required Supplementary Information (as applicable)
3. Supplementary information:
 - Rhode Island Life Science Hub (RILSH)
 - Schedule of Net Position (Attachment B) State required format schedule
 - Schedule of Activities (Attachment C) State required format schedule
 - Schedule of Long-term Debt (Attachment D) State required format schedule
 - Schedule of Changes in Long-Term Debt (Attachment E) State required format schedule
4. Single Audit/Supplementary Schedule of Expenditures of Federal Awards with auditor’s opinion thereon (required regardless of whether there are any major programs). The following defines federal awards for these purposes.

Single Audit Act (July 1996) - Section 7501 - Definitions:

“Federal awards” means Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass through entities.

“Federal financial assistance” means assistance that non-Federal entities receive or administer in the form of grants, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with guidance issued by the Director (Director of the (federal) Office of Management and Budget).

5. A detailed schedule of travel and entertainment expenses shall be included as supplementary information in the financial statements for each entity. All expenditures of \$200 or greater shall be itemized and a total shown for all expenditures less than \$200. Chapter 35-7-14 of the General Laws of the State of Rhode Island requires the RILSH to prepare and maintain documentation for all travel and entertainment in sufficient detail to allow for post audit (for each of the entities listed above). Guidance on the preparation of the Schedule of travel and entertainment expenses is included as Appendices 3(A) and 3(B) to the *Guidelines for Audit Procurement and Bid Specifications – Quasi-Public Entities – Audit Specifications*

6. Agreed Upon Procedures Examination: Provide Listing of Revenue Bonds and Notes:

Rhode Island Life Science Hub (RILSH) has the authority to issue bonds and notes.

The auditors shall provide the following listings in both Alphabetical order by Trustee/Purchaser, in Alphabetical order by Obligor, and Chronologically by Series Year

- Bonds and notes issued by the RILSH (conduit debt obligations unless otherwise noted)

7. Major Federal Programs:

The auditors shall audit major programs as required by OMB Circular-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards-Subpart F-Audit Requirements and express an opinion on compliance for each major program.

Major programs shall be determined in accordance with guidance provided in OMB Circular-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards-Subpart F- Audit Requirements.

The RILSH is a component unit of The State of Rhode Island for financial reporting purposes, and accordingly, expenditures of federal awards will be combined with all other expenditures of federal awards for the State reporting entity for the purpose of determining the Type “A” program threshold. The following procedures should be followed when the entity is a component unit of the State reporting entity and will be included in the State’s Single Audit Report.

Identify Type “A” Programs

Type “A” programs will be determined using the State reporting entity’s total expenditures of federal awards. Accordingly, an estimate of total federal awards expended by the State of Rhode Island for the fiscal year will be provided by the Office of the Auditor General to the RILSH and its auditors.

Risk Assessment

In accordance with criteria outlined in OMB Circular Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards-Subpart F-Audit Requirements, perform a risk assessment of Type “A” programs identified above to determine if they can be considered low-risk.

Consider all Type “A” programs not qualifying for a low-risk assessment to be major programs and perform required audit procedures as outlined in OMB Circular.

The auditor should seek approval from the Auditor General’s Office before declaring any Type “A” program to be low risk.

No risk assessment shall be performed for programs which are less than the Type “A” dollar threshold unless specifically requested by the Office of the Auditor General.

Qualifications of Auditor

1. The firm selected for the audit shall be a firm of certified public accountants holding a valid practice permit in the State of Rhode Island (issued by the Rhode Island Board of Accountancy).
2. The senior accountant in charge of the fieldwork shall be a certified public accountant.
3. The audit organization and the individuals responsible for planning, directing, conducting substantial portions of the fieldwork, or reporting on government audits shall meet the continuing educational requirements of *Government Auditing Standards* issued by the Comptroller General of the United States.
4. The audit organization shall have an appropriate internal quality control system in place and participate in an external quality control review program as required by *Government Auditing Standards*.
5. The audit organization shall provide a copy of their most recent external quality control review report and also submit the results of any subsequent review performed during the term of the contract to the Rhode Island Life Science Hub, the Auditor General and the Department of Administration.
6. The audit firm shall have at the time of proposal, and throughout the period of engagement, professional liability insurance coverage of not less than \$1 million.

Audit Contract

1. Audit contracts can cover a maximum period of 5 years- a three (3) year initial contract period with two (2) one-year extensions. Before extending the audit contract beyond the initial three (3) contract period the quasi-public entity shall seek approval from the Department of Administration and the Auditor General. When an initial contract period has been for a total of five years and the same firm is engaged through a new procurement, the second contract period shall be for no more than 3 years to limit the total continuous engagement period to no more than eight (8) consecutive years. The engagement of auditors for more than eight consecutive years can be made when deemed necessary and when approved jointly by the Auditor General and Director of Administration.
2. Audit contracts covering more than one year shall specify an audit fee for each year and for each entity. The audit fee for each of the financial statement audits and supplementary schedule of expenditures of federal awards shall be inclusive of all expenses and shall be specified separately.

The contract shall also specify an hourly rate for all audit work and reporting requirements related to major federal programs due to the variable scope of work in applying the risk-based approach outlined in OMB Circular -Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards-Subpart F-Audit Requirements. Once the scope of testing required for major programs is determined, the auditor and agency will negotiate a not-to-exceed fee for the portion of the audit related to major federal programs.

Budget

Proposers to this RFP shall provide a proposed fee structure for providing services necessary to complete the proposed scope items. Additionally, proposers shall provide a personnel schedule which includes job title and billing rate for any work which may be undertaken under this contract. Proposers shall also provide job titles and rates for any subcontractors that the respondent is including in this response. If the Proposer contemplates any purchases or pass-through charges during the engagement, any mark-up rate above actual cost shall be identified as a separate line item in the budget. The RILSH reserves the right to adjust both the budget and related services.

Special Services

All requests for special services which are beyond the scope of the audit will be made in writing and will be invoiced at the hourly rates specified in your bid as follows (add additional categories as required):

Partner/Principal	\$ _____
Senior Manager	\$ _____
Manager/Supervisor	\$ _____
Staff Accountant	\$ _____
Administrative	\$ _____

Audit Standards

1. The audit specifications shall require that the audit be conducted in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants.
2. The audit specifications shall also require that the audit be conducted in accordance with the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.
3. If a single audit is required then the standards contained in the amended (July 1996) Single Audit Act of 1984 and the provisions of OMB Circular Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - Subpart F – Audit Requirements, must also be followed.

Audit Reports

Due Dates for Completion of Audit and Delivery of Reports

1. Draft copies of all audit report(s) and other audit communications shall be submitted to:
 - (1) those charged with governance for the entity (executive director, audit committee, board of directors or equivalent, members of the audit committee of the agency, and
 - (2) Office of the Auditor General and the Department of Administration - Office of Accounts and Control prior to completion and issuance and in advance of the required due date (September 30) to allow sufficient time for review and comment. **Draft reports shall be provided to the Office of Accounts and Control and the Office of the Auditor General not less than 7 days prior to the required final audit completion and submission date.** Draft reports and other communications submitted for review to the Office of Accounts and Control and the Office of the Auditor General shall have undergone review by the firm's internal quality control review process prior to submission.

Final audit reports (inclusive of all audit communications) related to the financial statements must be delivered to the RILSH, Department of Administration – Office of Accounts and Control, and the Office of the Auditor General by September 30 of each year (as required by Section 35-6-37 of the General Laws).

Compliance with due dates for submission of the final audit report requires anticipation of and allowance for (1) sufficient review time by the Office of Accounts and Control and Office of the Auditor General of draft audit reports and other audit communications; and (2) sufficient review time and acceptance by the audit committee, board of directors, or individuals constituting those charged with governance for the entity.

Failure to comply with the statutory submission date may result in termination of a firm's audit engagement.

Submission of audit reports and communications in electronic form is preferred.

2. The additional audit reports relating to federal awards and required by the federal Single Audit Act and OMB Guidance 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - Subpart F – Audit Requirements) (if required) shall be submitted no later than **November 30** of each year.
 1. Draft copies (PDF version) of all audit report(s) and other audit communications shall be submitted to:
 - a) those charged with governance for the RILSH, and
 - b) Office of the Auditor General and the Department of Administration-Office of Accounts and Control.
 2. Final Audit Report(s) (Hard copy and PDF version) (inclusive of all audit communications) related to the financial statements and one unbound copy must be

delivered to the RILSH. The RILSH shall transmit one copy of each audit report (inclusive of all audit communications) to the State Controller for incorporation in the state's annual financial report, one copy to the Director of Administration and two copies to the Auditor General. Electronic submission of the reports is encouraged.

3. Reports to be submitted include:

1. Reports on:

- a) basic financial statements, (as specified in the Audit Scope section) based on an audit performed in accordance with generally accepted auditing standards and *Government Auditing Standards*.
 - b) supplementary financial statements, schedules and information (including the State required format supplementary schedules to be submitted to the Office of Accounts and Control for component units and the schedule of travel and entertainment expenses).
 - c) internal control over financial reporting and on compliance based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
2. Reports required under trust agreements, loan agreements, etc.
 3. Reports and summaries related to federal financial assistance (as appropriate in the circumstances) as required by OMB Circular - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - Subpart F – Audit Requirements.
 4. Other reports requested by the agency and/or the Department of Administration - Office of Accounts and Control and/or the Office of the Auditor General or as required by the applicable section of the General Laws.

Note: Auditors should not prepare the Data Collection Form referenced in OMB “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (2 C.F.R §200). This form will be prepared by the Office of the Auditor General for the State reporting entity.

5. A detailed schedule of travel and entertainment expenses shall be included as supplementary information in the financial statements. All expenditures of \$200 or greater shall be itemized and a total shown for all expenditures less than \$200. Chapter 35-7-14 of the General Laws of the State of Rhode Island requires the agency to prepare and maintain documentation for all travel and entertainment in sufficient detail to allow for post audit. (Guidance on the preparation of the Schedule of travel and entertainment expenses is included as Appendices 3 (A) and 3 (B).)

Other Reports

Listing of Revenue Bonds and Notes.

Management Letter

1. A management letter shall be submitted upon completion of the audit to the President/CEO, Audit committee, and board of directors, with copies to the Director of Administration-Office of Accounts and Control and the Office of the Auditor General.
2. The management letter should include comments, and/or recommendations beyond those included in the reports described above, on such matters as:
 - a. policies, procedures and practices employed by the agency.
 - b. immaterial weaknesses in the internal controls that are not "significant deficiencies."
 - c. use of resources to provide a governmental service in a reasonable, judicious, economical, and efficient manner.
 - d. compliance with state laws pertaining to the agency and with rules and regulations established by the agency.

Proposer's (audit firm's) technical qualifications and other information - the proposer shall, at a minimum, describe, and/ or provide the following:

- a. Experience with governmental audit engagements and entities similar to the entity,
- b. Firm organization and leadership team and professional staff resources,
- c. Engagement staff qualifications and experience,
- d. Understanding of work to be performed, including planned audit procedures, process to gain an understanding of internal control sufficient to plan the audit, estimated hours and other pertinent information,
- e. Understanding regarding data to be provided and completed by entity that is needed for the audit,
- f. Project management approach and procedures the proposing firm will employ to ensure compliance with final audit completion delivery dates,
- g. Identification of any sub-contractors, co-proposers, or other entity that will be used to provide the professional services sought by the request for proposal,
- h. Audit client references that may be contacted regarding professional services provided previously,
- i. Proof of professional liability insurance coverage in effect in an amount not less than \$1 million, and,

- j. A listing or description of other professional services provided by the proposer to the State of Rhode Island (primary government) or any other component unit (see Appendix 5 for identification of State component units).

Representations – the following representations shall be provided as part of the proposal:

- a. a written representation that the private auditor of a component unit is aware that the financial statements he is to audit will be incorporated in the financial statements of the state as the reporting entity and that their report thereon will be relied upon and referred to by the Auditor General as well as any other reports required by *Government Auditing Standards* or the Single Audit Act and OMB Circular Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards-Subpart F.
- b. prompt notification to the Auditor General and the Director of Administration by the private auditor if he becomes aware of fraud, abuse, or illegal acts or indications of such acts affecting the agency.
- c. prompt notification to the Auditor General and the Director of Administration by the private auditor if he encounters any significant accounting and/or auditing problems, or any situations that would delay completion of the audit.
- d. audit workpapers of the private auditors shall be made available upon request of the Director of Administration and/or the Auditor General for their review, at the completion of the agency audit.
- e. a written representation that the private auditor is independent under the requirements of the American Institute of Certified Public Accountants including those in the AICPA Code of Professional Conduct and *Government Auditing Standards*.
- f. a written representation that the private auditor of a component unit meets the continuing educational requirements of *Government Auditing Standards*.
- g. a written representation that the private auditor has an appropriate internal quality control system in place and has participated in an external quality control review program as required by *Government Auditing Standards*. He will provide the Office of the Auditor General, as the group auditor, with a copy of his most recent external quality control review report.
- h. a written representation that the private auditor will perform the audits in accordance with generally accepted accounting standards promulgated by the American Institute of Certified Public Accountants and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. In addition, the financial statements must conform to generally accepted accounting principles for state and local government units.
- i. a written representation that the private auditor has submitted, for any sub-contractors, co-proposers, or others providing professional services to the auditor, complete separate

Audit Services-Request for Proposal

Business Enterprise Participation Forms (Appendix A) for each MBE, WBE and/or Disability Business Enterprise to be utilized on the solicitation, in accordance with Title 37, Chapter 14.1, and Title 37, Chapter 2.2 of the Rhode Island General Laws.

- j. attendance of the Auditor General at entrance, exit and other conferences between the private auditor and the agency.
- k. submission of ALL "draft" copies of the audit report(s) and management letter before the exit conference but not less than 7 days prior to the required final audit completion and submission date. Draft reports and other communications submitted for review to the Office of Accounts and Control and the Office of the Auditor General shall have undergone review by the firm's internal quality control review process prior to submission.
- l. certify that in accordance with Chapter 27 of Title 17 of the Rhode Island General Laws, audit firm has filed, or will file upon execution of this contract if required, an affidavit with the State Board of Elections concerning reportable political contributions.
- m. certify that no Rhode Island "Major State decision-maker", or spouse or dependent child of such person as defined in RIGL § 42-6-1 holds either a ten percent or greater equity interest or a five thousand dollar or greater cash interest in the business.

Coordination between the Auditor of the Agency and the Office of the Auditor General and Department of Administration-Office of Accounts and Control

- 1. The auditor shall invite the attendance of the Auditor General at entrance, exit and other conferences between the private auditor and the agency.
- 2. The auditor shall submit ALL "draft" copies of the audit report(s) and other audit communications not less than 7 days prior to the scheduled delivery date for the final audit report. Draft reports and other communications submitted for review to the Office of Accounts and Control and the Office of the Auditor General shall have undergone review by the firm's internal quality control review process prior to submission.
- 3. The auditor shall promptly notify the Auditor General and the Director of Administration if the auditor becomes aware of fraud, abuse, or illegal acts or indications of such acts affecting the agency.
- 4. The auditor shall promptly notify the Auditor General and the Director of Administration if the auditor encounters any significant accounting and/or auditing problems, or any situations that would delay completion of the audit.
- 5. Audit workpapers of the auditors shall be made available upon request of the Director of Administration and/or the Auditor General for their review, at the completion of the agency audit.

Audit RFP Evaluation Criteria & Process

Criteria for Selection

The responses to the information requested above will be evaluated in accordance with the Evaluation Criteria below. The proposal with the highest score will be selected as per the RILSH’s purchasing procedures which are attached hereto as **Appendix B** and Incorporated by reference.

Summary Point Total	Points Available
Overall qualifications and experience of the firm and the specific engagement personnel to be assigned focusing on experiences with governmental entities and the specific line of business or services provided by the entity to be audited.	40
Overall audit approach and audit strategy described/outlined in the proposal and firm capacity to perform the engagement within the specified timeframe (prior experience of the firm in meeting timelines should be factored in here)	30
Audit fees - See formula for points awarded for audit fees *	30
Total Points	100
ISBE** Participation (additional potential points)	6

NOTE: Designated RILSH staff or selected advisors will evaluate the written proposals. The RILSH may at any time during the evaluation process seek clarification from Proposers regarding any information contained within their proposal. Final scores for each proposal will reflect a consensus of the evaluations. Any attempt by a Proposer to contact a member of the RILSH Board of Directors, RILSH staff or selected advisors outside the RFP process, in an attempt to gain knowledge or an advantage, may result in disqualification of Proposer.

* Evaluation technique – audit fees

Audit fee score = (lowest proposal/proposal for firm being evaluated) X 30 points

Example: Assuming 3 proposals received were: (firm A) - \$40,000, (firm B) - \$46,000, (firm C) - \$50,000 Firm A (the lowest proposal) awarded 30 points $\$40,000/\$40,000 \times 30$ points = 30

Firm B awarded 26 points $\$40,000/\$46,000 \times 30$ points = 26 Firm C awarded 24 points $\$40,000/\$50,000 \times 30$ points = 24

An evaluation grid will be prepared summarizing the scoring by each member of the evaluation committee and the composite ranking which supports the agency’s request for approval of the selected audit firm. If any firm is disqualified and therefore not evaluated, the reason for such action shall be documented.

** “ISBE” means a small business enterprise that is owned and controlled by one or more individuals who are women or minorities as defined by R.I. Gen. Laws § 37-14.1-3 or a small business enterprise that is owned and controlled by one or more individuals with disabilities as defined by R.I. Gen. Laws § 37-2.2-2. To be recognized under the Regulations Governing Participation by Small Business Enterprises in State Purchase of Goods and Services and in Public Works Projects (220-RICR-80-10-2) as an ISBE, the business must be certified as either:

- a. Minority Business Enterprise (“MBE”) by the Office of Diversity, Equity and Opportunity;
- b. Woman Business Enterprise (“WBE”) by the Office of Diversity, Equity and Opportunity; or
- c. Disability Business Enterprise (“DisBE”) by the Governor’s Commission on Disabilities

ISBE Participation Evaluation (see below for scoring)

- a. The Rhode Island Life Science Hub (“RILSH”) 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 RILSH reserves the right to apply additional consideration to MBE/WBE/DisBE up to six (6) additional points in the scoring evaluation as provided below:
- b. Calculation of ISBE Participation Rate
 - i. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor’s total contract price that will be subcontracted to ISBEs by the non-ISBE vendor’s total contract price. For example, if the non-ISBE’s total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE’s ISBE participation rate would be 12%.
 - ii. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor’s total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor’s total contract price. For example, if the ISBE vendor’s total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself, the ISBE vendor’s ISBE participation rate would be 20%.
- c. Points for ISBE Participation Rate:
 - i. The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

(Vendor’s ISBE participation rate ÷ Highest ISBE participation rate X Maximum ISBE participation points)

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at 20% and Vendor B’s ISBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive $(12\% \div 20\%) \times 6$ which equals 3.6 points.

See Appendix A for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Proposers are required to complete, sign and submit these forms with their overall proposal. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

Instructions and Notifications to Proposers

1. Potential Proposers are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals that depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content, shall be borne by the Proposer. The RILSH assumes no responsibility for such costs.
4. Proposals are irrevocable for a period of not less than 120 days following the date set for submission of proposals.
5. All pricing submitted will be considered to be firm and fixed.
6. Proposals that are submitted late, misdirected, or sent to the wrong email address will not be accepted.
7. All proposals should identify the proposed team of professionals, including those employed by subcontractors, if any, along with respective areas of expertise and relevant credentials. Proposer should also provide a delineation of the portion of the scope of work for which each of these professionals will be responsible.
8. All proposals should include the Proposer's FEIN or Social Security number as evidenced by a W9, downloadable from <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
9. All proposals should include a completed RFP Response Certification Cover Form, included in this document and available here: [RILSH RFP RESPONSE CERTIFICATION COVER FORM.pdf](#)
10. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds and made at the discretion of the RILSH.
11. Awarding this RFP is based on the Evaluation Criteria set forth in this RFP. Vendors are advised, however, that all materials and ideas submitted as part of this proposal and during the performance of any award shall be the property of and owned by the RILSH, which may use any such materials and ideas. If a response to this RFP contains any information that is considered a trade secret, Candidates must mark each trade secret with the following legend: "This data constitutes a trade secret and shall not be disclosed. "
12. Interested parties are instructed to peruse the Rhode Island State Division of Purchases' website (www.ridop.ri.gov) on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP. Addenda will be posted to the Rhode Island State Division of Purchases' website at www.ridop.ri.gov.

13. Equal Employment Opportunity (R.I. Gen. Laws § 28-5.1-1, et seq.) – § 28- 5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation.
14. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no corporation organized under the laws of another state or country shall have the right to transact business in Rhode Island until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful Proposer.
15. The Proposer should be aware of the State’s Minority Business Enterprise (MBE) requirements, which address the State’s goal of fifteen percent (15%) participation by MBE’s in all procurements, including a minimum of 7.5% participation by minority business enterprises owned and controlled by a minority owner, as defined in Section 37-14.1-3, and a minimum of 7.5% participation by minority business enterprises owned and controlled by a woman. For further information, visit the website <https://dedi.ri.gov/>.
16. The RILSH reserves the right to award more than one Proposal.

Proposal Requirements

In order to be considered responsive, proposals must at a minimum contain the following:

Technical Proposal Elements

1. Description of the proposed approach and work plan, including a timeline of major tasks and milestones. Activities and timelines should be specific, measurable, achievable, realistic, and time-oriented.
2. Appointed primary point of contact for communication with the Rhode Island Life Science Hub.
3. Qualifications of the Proposer to provide the requested services including capability, capacity, similarly complex projects and related experience and client references. Certification of availability of individuals in proposal.
4. A listing of the staff to be assigned to this engagement and their respective qualifications, past experience on engagements of this scope including resumes, and their role in those past engagements.
5. A description of the outcome monitoring and evaluation plan including a list of tools to track process, output and outcome measures for each component of the application.

Proposal Submission

Responses to this RFP must be received as follows:

One (1) electronic (PDF) version must be provided by email to RILSHRFP@gmail.com by **11:59 pm on Friday, August 9, 2024**. Submissions that are late, misdirected or sent to the wrong email address will not be accepted.

Note: To ensure transparency, no phone calls pertaining to this RFP will be accepted.

Questions, interpretations, or clarifications concerning this RFP should be directed by e-mail to RILSHRFP@gmail.com no later than 11:59 pm on Thursday, July 25, 2024. Responses to questions, interpretations, or clarifications concerning this RFP will be posted online via addendum at www.ridop.ri.gov on Monday, July 29, 2024 . to ensure equal awareness of important facts and details.

The Rhode Island Life Science Hub reserves the right to terminate this solicitation prior to entering into any agreement with any qualified firm pursuant to this Request for Proposal, and by responding hereto, no firms are vested with any rights in any way whatsoever.

Rhode Island Life Science Hub reserves the right to reject any or all proposals for not complying with the terms of this RFP.

APPENDIX A

PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM

A. Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)

1. 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 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency'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.
2. 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 receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates 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 RILSH'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.
4. 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.
5. 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.

B. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Proposers are required to complete, sign and submit with their overall proposal. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN

Proposer's Name:

Proposer'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:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Disability Business Enterprise			
Address:				
Point of Contact:				
Telephone:				
Email:				
Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:				
Total Contract Value (\$):		Subcontract Value (\$):		ISBE Participation Rate (%):
Anticipated Date of Performance:				

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

Prime Contractor/Vendor Signature		Title	Date
Subcontractor/Supplier Signature		Title	Date

RFP/RFQ RESPONSE CERTIFICATION COVER FORM

Instruction: to fulfill your RFP response, this form must be completed, printed, signed and included with your submission.

SECTION 1 - RESPONDENT INFORMATION

RFP Number:

RFP Title:

RFP Respondent Name:

Address:

Telephone:

Fax:

Contact Name:

Contact Title:

Contact Email:

SECTION 2 —DISCLOSURES

RFP Respondents must respond to every statement. RFP Responses submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below

1. State whether the Respondent, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Respondent or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.

2. State whether the Respondent, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Respondent or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.

3. State whether the Respondent, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Respondent or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Respondent is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.

Disclosure details (continue on additional sheets if necessary):

SECTION 3 —OWNERSHIP DISCLOSURE

Respondents must provide all relevant information. Respondent proposals submitted without a complete response may be deemed nonresponsive.

If the Respondent is publicly held, the Respondent may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Respondent; otherwise, complete ownership disclosure is required.

List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Respondent, and each intermediate parent company and the ultimate parent company of the Respondent. For each individual, provide his or her name, business address, principal occupation, position with the Respondent, and the percentage of ownership, if any, he or she holds in the Respondent, and each intermediate parent company and the ultimate parent company of the Respondent.

SECTION 4 —CERTIFICATIONS

Respondents must respond to every statement. Responses submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE RESPONDENT CERTIFIES THAT:

1. The Respondent will immediately disclose, in writing, to the Rhode Island Life Science Hub any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.

2. The Respondent possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Respondent shall immediately notify the Rhode Island Life Science Hub in writing.

3. The Respondent will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Respondent will immediately notify the Rhode Island Life Science Hub in writing.

4. The Respondent understands that falsification of any information in its RFP response or failure to notify the Rhode Island Life Science Hub of any changes in any disclosures or certifications in this Respondent Certification may be grounds for suspension, debarment, and/or prosecution for fraud.

5. The Respondent has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the Rhode Island Life Science Hub or the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Respondent further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.

6. This RFP response is not a collusive RFP response. Neither the Respondent, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other Respondent or person to submit a collusive response to the solicitation or to refrain from submitting response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other Respondent or person to fix the price or prices in the response or the response of any other Respondent, or to fix any overhead, profit, or cost component of the price in the response or the response of any other Respondent, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the Rhode Island Life Science Hub or the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The price in the response is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Respondent, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.

7. The Respondent: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

8. The Respondent will comply with all of the laws that are incorporated into and/or applicable to any contract with the Rhode Island Life Science Hub.

Certification details (continue on additional sheet if necessary):

Submission by the Respondent of a response pursuant to this solicitation constitutes an offer to contract with the Rhode Island Life Science Hub on the terms and conditions contained in this solicitation and the response. The Respondent certifies that: (1) the Respondent has reviewed this solicitation and agrees to comply with its terms and conditions; (2) the response is based on this solicitation; and (3) the information submitted in the response (including this Respondent Certification Cover Form) is accurate and complete. The Respondent acknowledges that the terms and conditions of this solicitation and the response will be incorporated into any contract awarded to the Respondent pursuant to this solicitation and the response. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this response and has been duly authorized to execute and submit this response on behalf of the Respondent.

RESPONDENT

Date: _____

Name of Respondent

Signature in ink

Printed name and title of person signing on behalf of Respondent

APPENDIX B

RHODE ISLAND LIFE SCIENCE HUB PURCHASING PROCEDURES

1.1 General Provisions

1.1.1 Introduction

- A. The Rhode Island Life Science Hub (the "Hub") is authorized for the purposes, among other things, of (1) facilitating the development of medical advances and scientific breakthroughs with companies that specialize in the fields of: medical devices, biomedical technology, medical therapeutic therapies, biogenetics, biomedical engineering, biopharmaceuticals, genomics, and life sciences; and (2) through targeted investment of grants, tax credits, and incentives, funding and incubating Rhode Island-based life science companies that will promote economic and workforce development within the State of Rhode Island ("State") and that shall allow the State to successfully compete in the national and international life science industries. The Hub is authorized to enter into contracts necessary or incidental to the execution of its powers and to carrying out its purposes.
- B. The purposes of these procurement procedures ("Procedures") is to comply with the requirements of R.I. Gen. Laws Chapter 37-2 ("State Purchases Act").

1.1.2 Definitions

- A. For purposes of these Procedures, unless otherwise specified, all terms shall have the meanings ascribed in the State Purchases Act, R.I. Gen. Laws Chapter 37-2. The words defined in this subsection shall have the meanings set forth below wherever they appear in these Procedures, unless the context in which they are used clearly requires a different meaning.
 - 1. "Chief Purchasing Officer" has the meaning set forth in § 1.1.4 hereof.
 - 2. "Vendor" means any person who provides supplies, services, or construction under a contract

1.1.3 Application of Procedures

- A. These Procedures shall apply to all the expenditures of funds by the Hub under a contract for supplies, services or construction, except contracts or like business arrangements between the Hub and the State and contracts between the Hub and political subdivisions of the State or other governments.

- B. Nothing in these Procedures shall prevent the Hub from complying with the terms and conditions of any grant, gift, bequest or agreement.
- C. The provisions of these Procedures shall be considered to be incorporated in all contracts of the Hub and all contracts of the Hub shall include language incorporating such Procedures.
- D. Contracts entered into in violation of these Procedures shall be void *ab initio*.
- E. Notwithstanding anything contained in § 1.1.3 of these Procedures, RI Gen Laws § 37-2-64 – 37-2-65 shall govern the selection of architects, engineers and consultants by the Hub and RI Gen Laws § 37-2-70 shall apply to selection of attorneys.

1.1.4 Procurement Responsibilities of the Hub

Pursuant to R.I. Gen. Laws § 23-99-4, all of the powers of the Hub are vested in the Board of Directors of the Hub. Until such time as the Board of Directors appoints a President and Chief Executive Officer, the Board of Directors shall have all of the authority of the Chief Purchasing Officer of the Hub. At such time as the Board of Directors appoints a President and Chief Executive Officer, such President and Chief Executive Officer shall be the Chief Purchasing Officer for the Hub.

1.1.5 Public Access to Procurement Records

Except as otherwise provided for herein all procurement information of the Hub shall be a public record to the extent provided in the State Purchases Act and the Access to Public Records Act, Title 38, Chapter 2 of the R.I. Gen. Laws, and shall be available to the public except to the extent provided in the Access to Public Records Act.

1.2 Source Selection and Contract Formation.

1.2.1 Source Selection

- A. Methods of Source Selection. Except as otherwise authorized by the State Purchases Act or other applicable law, all contracts for supplies, services or construction of the Hub shall be awarded in accordance with R.I. Gen. Laws § 37-2-17.
- B. Competitive Sealed Bidding.
 - 1. Competitive Sealed Bidding shall be noticed and implemented in accordance with R.I. Gen. Laws § 37-2-18.
 - 2. Correction or withdrawal of bids will be allowed only in the following circumstances:

- a. A bidder will not be permitted to correct a bid mistake after bid opening that would cause such bidder to have the lowest bid unless the mistake is clearly evident from the bid document, for example, errors in addition; or
- b. An otherwise low bidder may be permitted to correct a material mistake of fact in its bid, including price, when the intended bid is obvious from the bid document or is otherwise supported by proof that has evidentiary value. A low bidder will not be permitted to correct a bid for mistakes or errors in judgment; or
- c. In lieu of bid correction, a low bidder alleging a material mistake of fact will be permitted to withdraw its bid when there is reasonable proof that a mistake was made and the intended bid cannot be ascertained with reasonable certainty; or
- d. After bid opening, an otherwise low bidder shall not be permitted to make exceptions to the bid conditions or specifications which affect price or substantive obligations; however, such bidder shall be permitted the opportunity to furnish other information called for by the invitation for bids and not supplied due to oversight, so long as it does not affect responsiveness.

C. Competitive Negotiations

1. Competitive negotiations shall be noticed and implemented in accordance with R.I. Gen. Laws § 37-2-19.

D. Negotiations After Unsuccessful Competitive Sealed Bidding.

1. Negotiations after unsuccessful competitive sealed bidding will be implemented pursuant to R.I. Gen. Laws § 37-2-20 and § 37-2-21(c).

E. Sole Source Procurement and Emergency Procurements.

1. Sole Source Procurement and Emergency Procurements shall be implemented in accordance with R.I. Gen. Laws § 37-2-21.

- F. Small Purchases and procurements, not to exceed an aggregate amount of twenty-five thousand dollars (\$25,000) for construction and ten thousand dollars (\$10,000) for all other purchases may be made by the Chief Purchasing Officer at the established catalogue or market price of commercial items sold in substantial quantities to the general public. In the case of all other small purchases as defined in this section, the Chief Purchasing Officer shall procure items in any manner it believes reasonable. When practicable, the Chief Purchasing Officer shall make inquiries from at least three (3) sources to determine what is a reasonable price. The inquiries may be made by telephone. No such inquiries are required when the price of the item or service is not expected to exceed one hundred dollars (\$100).

1.2.2 Cancellation of Invitation for Bids and Requests for Proposals

The Chief Purchasing Officer may cancel an invitation for bids, a request for proposal, or negotiations in accordance with R.I. Gen. Laws § 37-2-23.

1.2.3 Responsibility of Bidders and Offerors

- A. Responsibilities of bidders and offerors shall be determined in accordance with R.I. Gen. Laws § 37-2-24.
- B. Cost or Pricing Data.
 - 1. A Vendor shall submit to the Hub cost or pricing data in accordance with R.I. Gen. Laws § 37-2-28. Notwithstanding the foregoing,
 - 2. The Hub may require Vendor certified cost or pricing data in connection with any bid, proposal or contract without regard to the price ceilings set forth in R.I. Gen. Laws § 37-2-28(a) if the Hub determines that such cost or price data is necessary to ensure a fair and reasonable contract price to the Hub.
 - 3. Where certified cost or pricing data must be submitted in connection with any contract, change or modification thereto, the price to the Hub, including profit or fee, shall be adjusted to exclude any significant sums by which the Hub finds that such price was increased because the Vendor furnished cost or pricing data, as of the date agreed upon between the parties, was inaccurate, incomplete or not current.

1.2.4 Contracts

- A. Types of Contracts. The Hub may enter into any type of contract which will promote the best interests of the Hub subject to the following requirements:
 - 1. Cost plus percentage of cost type contracts shall not be awarded to any person.
 - 2. The requirements set forth in R.I. Gen. Laws § 37-2-30(a) and § 37-2-30(b) for cost reimbursement contracts.
- B. Approval of Accounting System. Approval of an accounting system shall be implemented in accordance with R.I. Gen. Laws § 37-2-32.
- C. Partial, Progressive and Multiple Awards.
 - 1. A contract may provide for payments as work progresses under the contract, upon the basis of costs incurred, percentage of completion accomplished or of a particular stage of completion.

2. A contract may provide for payments upon submission of proper invoices or vouchers for supplies delivered and accepted or services rendered and accepted where such supplies and services are only part of total contract requirements.
3. The Hub may reserve the right to split a contract between two (2) or more responsive and responsible bidders and to make an award for all or only part of the items, services or construction specified in the solicitation, if so stated in the invitation to bid or the request for proposal.

1.2.5 Inspection of Facilities and Audits of Records

The Hub may inspect the plant or place of business of a Vendor or any subcontractor under any contract pursuant to R.I. Gen. Laws § 37-2-34.

1.2.6 Reporting of Anti Competitive Practices

If for any reason the Hub suspects collusion among bidders or offerors, the Hub shall send a written notice of the facts giving rise to such suspicion to the Attorney General of the State (the "Attorney General").

All documents involved in any procurement in which collusion is expected shall be retained by the Hub until the Attorney General notifies the Hub that they may be released. All such documents shall be made available to the Attorney General or his or her designee upon request, notwithstanding any other Provision of these Procedures.

1.3 Specifications

The Hub shall establish and maintain to the extent practicable standards and specifications approved by the U.S. Government (to the extent that allocation of federal funds so require), and industry and professional associates, relating to the development and use of purchasing specifications and for the inspection, testing and acceptance of supplies, services, and construction not inconsistent with the Procedures of the Hub.

1.4 Modification and Termination of Contracts

1.4.1 Modification Contract. The Hub may require clauses in its contracts to which it is a party permitting changes or modifications by the Hub.

1.4.2 Termination of Contract Default by Vendor. The Hub may provide that a contract may be terminated for default by the Vendor and may provide for liquidated damages.

1.4.3 Termination of Contract for Convenience. The Hub may provide that a contract may be terminated for the convenience of the Hub or the Vendor and in such cases shall provide for appropriate adjustments in price including, where applicable, reimbursement for the reasonable value of any nonrecurring costs incurred but not amortized in the price of any item, service of construction delivered under the contract.

1.5 Cost Principles

1.5.1 Cost and Pricing Principles. Except as otherwise provided by contract, the Hub shall use generally accepted accounting principles:

1. As guidelines in the negotiation of:
 - a. Estimated costs for contracts when the absence of open market competition precludes the use of competitive sealed bidding;
 - b. Adjustments for changes or modifications in contract performance requested by the Hub; and
 - c. Settlements of contracts which have been terminated.
2. To determine the allowability of incurred costs for the purposes of reimbursing costs under contract provisions which provide for the reimbursement of costs; and
3. As appropriate in any other situation where determinations of the estimated or incurred costs of performing a contract may be required.

1.6 Dispute Resolution and Debarment

1.6.1. Resolution of Protested Solicitation and Award

- A. Any actual or prospective bidder, offeror, or Vendor who is aggrieved in connection with the solicitation or award of any contract may file a protest with the Hub. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing.
- B. The Hub shall promptly issue a decision in writing regarding such protest. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.
- C. In the event a protest is filed in a timely manner under this Section, the Hub shall not proceed further with the solicitation or award which is the subject of the protest until it has issued a decision on the protest, or determined that continuation of the procurement is necessary to protect a substantial interest of the Hub.

1.6.2. Debarment and Suspension

- A. After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Hub may debar a person for cause from consideration for award of contracts. The debarment shall not be for a period of more than three (3) years. The Hub

may suspend a person from consideration for award of contracts if there is probable cause for debarment. The suspension shall not be for a period exceeding three (3) months.

B. Causes for debarment or suspension include the following:

1. conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
2. conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, stolen property, or any other offense indicating the lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Vendor with the Hub;
3. conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. violation of contract provisions, as set forth below, of a character which is regarded by the Hub to be so serious as to justify debarment action;
 - a. deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in a contract with the Hub; or
 - b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts with the Hub; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the Vendor shall not be considered to be a basis for debarment; or
5. any other cause the Hub determines to be so serious and compelling as to affect responsibility as a Vendor, including debarment by a governmental entity.

C. The Hub shall issue a written decision to debar or suspend. The decision shall:

1. state the reasons for the action taken; and
2. inform the debarred or suspended person involved of its rights to judicial review.

D. A copy of the decision under § 1.6.2(C) of these Procedures shall be mailed or otherwise furnished immediately to the debarred or suspended person.

1.6.3. Resolution of Contract Disputes

- A. Prior to the commencement of arbitration or litigation concerning any contract claim or controversy, the Hub will endeavor to utilize alternative dispute resolution.
- B. If any claim or controversy is not resolved by mutual agreement, the Hub shall promptly issue a written decision regarding the subject matter of such claim or controversy. A copy of that decision shall be mailed or otherwise furnished to the Vendor. If the Hub does not issue a written decision within thirty (30) days after written request for a final decision, or within such longer period as might be established by the parties to the contract in writing, then the Vendor may proceed as if an adverse decision had been received from the Hub.

Additional Matters

1.7.1. Equal Employment Opportunity

Vendors must comply with R.I. Gen. Laws § 28-5.1-10. Failure to comply will be considered a substantial breach of contract subject to penalties prescribed on regulations administered by the Department of Administration of the State.

1.7.2. Conflict of Interest

No board member or employee of the Hub shall have any interest, financial or otherwise, direct or indirect, or engage in any activity which is in substantial conflict with the proper discharge of his or her duties as a board member or employee of the Hub.