State of Rhode Island

Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908

REQUEST FOR PROPOSAL (RFP) – BID# 7548413

THIRD PARTY CLAIM ADMINISTRATION: SOUTH COUNTY COMMUTER RAIL

SUBMISSION DEADLINE: Friday, February 14, 2014 at 11:30 AM (ET)

PRE-BID CONFERENCE: ☒ **NO**
☐ **YES** _____

Mandatory: ☐ **NO**
☐ **YES:** Any vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory pre-bid conference. The representative must register at the pre-bid conference and disclose the identity of the vendor whom he/she represents. Because attendance at the pre-bid conference is mandatory, a vendor's failure to attend and register at the pre-bid conference shall result in disqualification of the vendor's bid proposal as non-responsive to the solicitation.

Lisa Hill

Buyer Name: **LISA HILL**
Title: **CHIEF BUYER**

QUESTIONS Prospective bidders are hereby notified that all questions pertaining to this contract must be submitted to the Department of Transportation in writing through its website at http://www.dot.ri.gov/contracting/bids by accessing the questions & answers menu located within the 'contracting', then 'bidding opportunities' link. Response to the submitted questions will also be posted under this link as an addendum as appropriate. Phone calls will not be accepted.

SURETY REQUIRED: **NO**

BOND REQUIRED: **NO**

DISK BASED BID: ☒ **NO**
☐ **YES:** See attached Disk Based Bidding Information

NOTE TO VENDORS:
Vendors must register on-line at the Rhode Island Division of Purchases website at www.purchasing.ri.gov. Offers received without the completed four-page Rhode Island Vendor Information Program (RIVIP) Generated Bidder Certification Cover Form attached may result in disqualification.

THIS IS NOT A BIDDER CERTIFICATION FORM

Rhode Island Public Rail Corporation

RFP# 7548413 - Third Party Claim Administration: South County Commuter Rail

INTRODUCTION:

The Rhode Island Public Rail Corporation (RIPRC) under written agreement with the Rhode Island Department of Transportation (RIDOT) covers indemnification provisions for RIDOT'S South County Commuter Rail (SCCR) service, operated by the Massachusetts Bay Transportation Authority (MBTA). MBTA provides commuter railroad services between Providence Station, Providence, RI (37 stops on weekdays, 18 stops on Saturdays and 14 stops on Sundays), T.F. Green State Airport in Warwick, RI (10 stops on weekdays) and Wickford Junction in North Kingstown, RI (10 stops on weekdays).

SCCR commuter rail service began in late 2010 at the TF Green Airport, and was extended to Wickford Junction in April 2012. The total annual ridership between Providence Station and Wickford Junction in FY12 is 104,400 riders (TF Green & Wickford Junction only).

PROJECT DESCRIPTION:

The liability insurance program placed for RIPRC for SCCR does not take effect until one or more claims from an insured incident exceeds the policies self-insured retention of $7.5 million ("SIR"). The various agreements with Amtrak and MBTA may require indemnification from RIPRC for incidents that are not subject to insurance. RIPRC is seeking to establish a contractual relationship with a qualified third-party administrator (TPA) needed to handle all railroad liability claims within the SIR as well as other claims that may fall outside the SIR and excess liability policy but are still financial obligations of RIPRC.

To achieve this goal, the Rhode Island Department of Administration / Office of Purchases, for RIDOT on behalf of the RIPRC, is soliciting proposals from qualified **Third Party Administrators (TPA)** to bid on unbundled claim services as outlined in this request for proposal that have expertise to handle third party claims for bodily injury and/or property damage that arise out of passenger railroad operations such as SCCR.

AGREEMENT TERM / CONDITIONS:

Services anticipated under this Agreement will have a maximum contract completion date of **THREE (3) YEARS** after the date of authorization to commence work. Upon contract conclusion, RIDOT may elect at its sole discretion to renew annually for an additional TWO (2) YEARS considering: **(1)** results and recommendations generated through this contract and, **(2)** the State's satisfaction and acceptance of the selected TPA'S services and deliverables. Delivery of goods and services as described herein shall be deemed acceptance of these requirements. ***Should the Contract be extended, at RIDOT'S discretion, on behalf of the RIPRC, each additional YEAR'S hourly rates will be increased a maximum 3% over the previous YEAR'S documented rates.***

Respondents are instructed to submit a **TECHNICAL PROPOSAL** response along with a *separately sealed* **PRICE PROPOSAL** both described in detail herein.

Proposals received shall be in accordance with guidelines as outlined in this request and the State's General Conditions of Purchase which can be accessed online through the *Rhode Island Vendor Information Program, or "RIVIP"* as it is known, @

http://www.purchasing.ri.gov

Note: This is a Request for Proposals (RFP), not an Invitation for Bid: responses will be evaluated on the basis of the relative merits of the proposal. There will be no public opening and reading of responses received by the Office of Purchases pursuant to this request other than to name those Respondents who have submitted proposals. Per the instructions to follow, Respondents MUST provide the following to be considered responsive:

1. A fully-completed, signed **RIVIP Certification Cover Sheet,** and
2. A complete **LETTER OF INTEREST PROPOSAL** inclusive of all requested administrative, technical and proposed price information
3. A fully-completed, signed **DEBARMENT FORM**
4. A fully-completed, signed **LOBBYING FORM**
5. A fully-completed, signed **CONFLICT DISCLOSURE STATEMENT**
6. A fully-completed **W-9 FORM**
7. **As applicable,** FOREIGN CORPORATION **Certificate of Authority** *(See General Notifications)*
8. A fully-completed **CERTIFICATION FOR TITLE VI ASSURANCE**

GENERAL NOTIFICATIONS:

- All Respondents shall register online at the RIVIP'S Internet website @ **www.purchasing.ri.gov**

- A fully completed signed ***RIVIP Bidder Certification Cover Sheet*** – *All four pages* shall accompany response submitted. Failure to make a complete submission inclusive of this three-page document may **result in disqualification**. A copy of this 4-PAGE certification form should be in all proposals (originals and copies) submitted to the state for consideration.

- Should there be a need for assistance in registering and/or downloading any document, call (401) 574-8100 for RIVIP HELP DESK technical assistance. Office Hours: 8:30 AM – 4:00 PM.

- The State does not require E-VERIFY compliance in any of its purchasing and/or hiring of services; however, Respondents are hereby advised that in line with the Federal Acquisition Regulations any federal contract based on the services requested may require that the State obtain evidence of E-VERIFY compliance from the successful Respondent.

- The Rhode Island Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d - 2000d-4 and 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, issued pursuant to such Act, hereby notifies all respondents that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, age, or disability in consideration for an award.

- All costs associated with developing or submitting documents in response to this Request and/or in providing oral or written clarification of its content shall be borne by the Respondent. The State assumes no responsibility for these costs.

- It is intended that an award pursuant to this Request will be made to a Prime Respondent, who will assume responsibility for all aspects of the work. Joint venture(s) and will not be considered, but subcontract(s) are permitted provided that Sub-Respondent(s) proposed are clearly identified along with the type of work to be performed in response to this RFP.

- Submissions in response to this solicitation are considered to be irrevocable for a period of not less than one hundred and twenty (120) days following the established due date and may not be withdrawn without the express written permission of the State Purchasing Agent.

- Responses misdirected to other State locations or which otherwise are not received by the State Division of Purchases by the established due date for any cause will be determined to be late and will not be considered. The office clock, for the purpose of registering the arrival of a document, is in the reception area of the Department of Administration (DOA), Division of Purchases, 2nd Floor, One Capitol Hill, Providence, Rhode Island.

- Respondents are advised that all materials submitted to the State for consideration will be considered to be public records as defined in RI Gen Laws 38-2, without exception, and will be released for inspection immediately upon request once an award is made.

- In accordance with RI Gen. Laws 7-1.1-99, no foreign corporation (a corporation established other than in Rhode Island) has the right to transact business in this State until it has procured a Certificate of Authority to do so from the Office of the Secretary of State (401) 222-2357. IF APPLICABLE, A COPY OF RESPONDENT'S CERTIFICATE OF AUTHORITY SHALL BE INCLUDED AS PART OF THE SUBMITTED RFP LOCATED BEHIND THE FRONT PAGE OF EACH COPY OF THE PROPOSAL. FAILURE TO DO SO MAY RESULT IN AUTOMATIC DISQUALIFICATION.

- Although there is NO DBE GOAL assigned to this project, RIDOT, on behalf of the RIPRC, encourages the utilization of DBE Firms on all projects. At the point of project completion RIDOT will determine and assess the overall DBE participation, if any, which will be attributed to the fulfillment of the Department's annual DBE Goal requirement.

REQUIRED FORMS

Besides the RIVIP Bidder Certification Cover Sheet -as required at the State level and obtained through the RIVIP website, RIDOT also requires that the following THREE (3) FORMS be completed and included in your submission package in line with federal regulations and departmental policy. These FORMS will be reviewed for completeness and at the point of award will be made part of contract document.

- **DEBARMENT FORM**: Shall be completed and signed by an authorized agent of your Agency.

- **LOBBYING FORM**: Enter known project information on PAGE 1 (DESCRIPTION etc.); Agency shall complete FORM and submit signed by an authorized agent of your Agency.

- **CONFLICTS DISCLOSURE STATEMENT**: In line with directions stated, completed FORM(s) shall be signed and submitted accordingly.

- **W-9 FORM**: For W-9 only, ONE (1) unbound "original" copy shall be completed and signed by authorized agent of your Firm. Form may be downloaded @ **www.purchasing.ri.gov** .

- **CERTIFICATION FOR TITLE VI ASSURANCE:** Shall be completed and submitted accordingly

All FORMS (except W-9) are attached to solicitation and shall be completed and copies submitted along with each Technical Proposal submission. ("ORIGINAL" & COPIES). Please note, for W-9 form only, one (1) unbound "Original" copy is required at time of submission. Copies of W-9 need not be included in individual Technical Proposal submissions.

TECHNICAL PROPOSAL CONTENT AND FORMAT: ("ORIGINAL" + SIX (6) COPIES)

GENERAL FORMAT:

- **Letter of Transmittal:** A Letter of Transmittal must accompany each response signed by an owner, officer, or other authorized agent of your firm.

- **RIVIP BIDDER CERTIFICATION FORM:** ALL FOUR (4) Pages **MUST** accompany each response submitted. Failure to make a complete submission of this document may result in disqualification. ***(SEE GENERAL NOTIFICATIONS).***

- **TECHNICAL PROPOSAL Format**: Technical Proposal submission must be bound or contained in a single volume. All documentation submitted with the proposal must be contained in that single volume. Proposal must be prepared on **8 1/2" x 11"** letter sized white paper sequentially numbered and limited in length to a total of **25 PAGES** – exclusive of supporting exhibits, which must be tabbed and included in the bound submission. Font size shall be a minimum of **12 POINTS** for all submittals. ALL documentation in excess of 25 PAGE MAX will be removed and discarded. Proposal must contain a Table of Contents that cross-references each requirement with specific pages in the proposal.

- **Scope of Work and Addenda**: Respondents shall include as part of the TECHNICAL PROPOSAL submission a copy of original RFP and any supplemental Addenda, as applicable.

TECHNICAL PROPOSAL CONTENT:

- ***Scope of Services***: Provide a narrative of all services to be provided by TPA if it is selected as TPA for RIPRC.

- ***Key Personnel:*** Include resumes of daily key personnel team members inclusive of Administrative Executive, Claims Manager and assigned Administrative/ Clerical Staff but no more than **FIVE (5)** for purposes of RFP. Resumes should be limited to one page in length. Outline steps TPA will take should any key member of service team leave the employ of TPA while TPA is engaged by RIPRC. Resume must clearly identify that each proposed TPA employee assigned to SCCR is properly licensed as a claim adjuster in the State of Rhode Island. *Evidence of individual state licensure must be provided in proposal.*

- ***Client References:*** Include at least **THREE (3)** but no more than FIVE (5) references from current passenger railroad clients. Reference information must include the following information.
  a. Name of Railroad
  b. Claim services provided by your firm
  c. Length of time your firm has provided TPA services to reference railroad
  d. Corporate address of railroad
  e. Name of reference contact including title, function, telephone number, US mail address and email address.

- ***TPA Insurance:*** Outline the insurers and limits carried by TPA for the following insurance coverage:

  a. Fidelity, General Liability/Umbrella/Excess Liability and Workers' Compensation. Additionally, the selected TPA shall be required to provide Errors and Omissions insurance with a limit of liability of not less than $2,000,000.00. A certificate of insurance is required in lieu of narrative description.
  b. RIPRC is to be an additional insured on firm's general liability and umbrella liability insurance. The Workers' Compensation policy should include a waiver of subrogation in favor of RIPRC.
  c. Certificate can be issued to RIPRC "for informational purposes only". RIPRC will request certificate of insurance at time of award of broker of record status at which time it is to be added as "certificate holder" and be provided a minimum of thirty (30) days advance written notice of cancellation or non-renewal of any insurance required of broker.

- ***Supplemental Information***: Respondents are encouraged to submit any other information deemed useful to provide RIPRC with sufficient relevant information to evaluate the firm's qualifications and approach to the project.

PRICE PROPOSAL: (THREE (3) "HARD" COPIES ONLY)

GENERAL:

- **Letter of Transmittal** shall accompany PRICE Proposal submission signed by an owner, officer, or other authorized agent of the firm.

- **PRICE PROPOSAL** shall reflect the maximum *fully-inclusive* hourly rate cited for each of the required personnel categories cited. Additionally, each personnel category shall also include the overall percentage of project time attributed to each designated category.

- **PRICING** submitted will be considered *firm and fixed.* Fully inclusive hourly rates will include all materials, equipment, labor, overhead, and all other elements necessary for the completion of the work.

- **PRICING** cited shall apply for the **THREE (3) YEAR** contract term; once contract is awarded, services will be administered through RIDOT, on behalf of the RIPRC, and payment shall be in line with accepted pricing as defined in PRICE PROPOSAL.

- RIDOT, on behalf of the RIPRC, will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. RIDOT reserves the right to purchase part of the proposal or the entire proposal.

- RIDOT, on behalf of RIPRC, reserves the right to negotiate final pricing with the selected CONSULTANT.

PRICE PROPOSAL CONTENT:

Respondent shall submit, separate from Technical Proposal, **THREE (3) COPIES** of a completed *signed and sealed* **PRICE PROPOSAL** using the required format attached.

The following elements must be included in the PRICE PROPOSAL:

1. ***TPA'S TOTAL COST for administering a MAJOR CLAIM involving 150 HOURS inclusive of itemized breakdown per the following cost categories (where applicable):***
   - Fully-Inclusive Hourly rate for Administrative / Clerical
   - Fully-Inclusive Hourly rate for Claims Manager
   - Fully-Inclusive Hourly rate for Executive
   - Hourly rate for Travel
   - Fully-Inclusive Hourly rate for on-site investigation
   - *Blended* Fully-Inclusive Hourly rate for expert witnesses
   - Administrative fee for each check issued on behalf of RIPRC
   - Amount for estimated miscellaneous expenses (e.g., postage, copies of reports, CD's, etc.)

2. ***TPA'S TOTAL COST for administering a MINOR CLAIM involving 5 HOURS inclusive of itemized breakdown per the following cost categories (where applicable):***
   - Fully-Inclusive Hourly rate for Administrative / Clerical
   - Fully-Inclusive Hourly rate for Claims Manager
   - Fully-Inclusive Hourly rate for Executive
   - Hourly rate for Travel
   - Fully-Inclusive Hourly rate for on-site investigation
   - *Blended* Fully-Inclusive Hourly rate for expert witnesses
   - Administrative fee for each check issued on behalf of RIPRC
   - Amount for estimated miscellaneous expenses (e.g., postage, copies of reports, CD's, etc.)

   Proposed Fee Structure Narrative*: Full-disclosure of TPA'S services fees must be clearly outlined and properly defined as to whether on flat annual fee, hourly rate, per claim basis (i.e. incident/report only, medical, litigated or non-litigated). The following criteria shall be used in summarizing your proposed fee structure:*

- Services are to be "cradle to grave" means TPA cost includes handing claim until closed
- Proposals must outline any additional costs or fees that may be charged during the service year such as administrative fees, loss run reports, claim reviews, investigations, etc.
- Clearly define cost of subrogation services.
- Clearly define if there are hourly rates or other charges for travel time outside of travel related out-of-pocket expense.
- Clearly define out-of-pocket expense that will be expected to be reimbursed by RIPRC.

3. ***Amount required for ESCROW/IMPREST ACCOUNTS used to pay incidental claims, defense counsel fees, court reports, etc.***

4. ***Contingency fee basis (i.e., the percentage of gross recovery) for Subrogation matters***

5. ***Is there Cradle-to-Grave coverage? "Yes" means costs cover handling claim until closed. "No" means claim will be handled until contract expires and then TPA firm will only continue to handle for an additional fee, or the successor TPA firm will handle the claim under their fee structure.***

Note: RIPRC will not consider PRICE Proposals that require an annual service fee. Pricing citing an annual service fee shall be disqualified from further consideration.

PROPOSAL QUESTIONS

Any pertinent questions relative to this solicitation may be posted at RIDOT'S *"Bidding Opportunities"* web page accessible at: **http://www.dot.state.ri.us/contracting/bids** and follow the link to **"?"** to submit questions for this solicitation. Responses to questions submitted for the subject project will also be posted under the same questions menu.

A determination will be made by RIDOT, on behalf of the RIPRC, in coordination with the Division of Purchases, whether an addendum will be required. The Q & A Forum will disable 7 FULL CALENDAR DAYS prior to the due date for this project. **Therefore, questions will not be accepted after Midnight on FEBRUARY 6, 2014.**

PROPOSAL SUBMISSION REQUIREMENTS

PROPOSAL submission ("Original" plus SIX (6) COPIES) inclusive of all technical, administrative and price information shall be submitted not only in hard copy form but also on CD-ROM. Clearly labeled CD ROM should be attached to the inside cover of each Proposal submission. The electronic version of said Proposals shall be submitted in Adobe PDF format. Requested documentation is to be either mailed or hand delivered in a sealed envelope marked: ***RFP 7548413 - Rhode Island Public Rail Corporation Third Party Claim Administration: South County Commuter Rail*** by **FEBRUARY 14, 2014 no later than 11:30 A.M**. to:

BY COURIER OR MAIL:
RI Department of Administration
Division of Purchases (2nd fl)
One Capitol Hill
Providence, RI 02908-5855

EVALUATION AND SELECTION

PHASE 1: Technical Evaluation And Shortlist Recommendation

Technical and **Price** Proposals will be evaluated separately. **Price** Proposals will remain sealed at RIDOA/Purchases until such time as technical scoring has been completed.

Upon receipt of the Technical Proposal submissions from RIDOA, a Technical Evaluation Committee (TEC) will be convened to review the Technical Proposals received based on the technical criteria defined. The TEC will provide a written **Technical Evaluation** narrative to document each firm's final technical score received.

Before finalizing their review, the TEC may, at its discretion, contact the top-ranked candidate firm(s) for formal interviews. Such interviews will be factored into the final technical valuation and ranking of candidates.

Based on the final technical scores presented, the TEC will compile a short-list which will include only the candidate firms receiving a final technical score of a **60 POINTS or higher** out of the 75 eligible technical points available. Only these technically qualifying firms ("shortlist") will advance to the PRICE evaluation phase of the consultant selection process.

PHASE 2: Price Evaluation and Final Selection Recommendation

RIDOT will request RIDOA to release only the PRICE Proposals of the qualifying shortlisted firms for Price evaluation and final scoring. PRICE Proposals of firm(s) who were not shortlisted will remain sealed at RIDOA.

The TEC will calculate a final PRICING score for each qualifying firm based on the following scoring methodology:

SECTION 1: **TOTAL COST** **MAJOR CLAIM**	**10 POINTS** MAX Lowest TOTAL COST for Major Claim will receive maximum 10 points for this criterion; remainder will be based on a ratio approach*
SECTION 2: **TOTAL COST** **MINOR CLAIM**	**6 POINTS MAX** Lowest TOTAL COST for Minor Claim will receive maximum 6 POINTS for this criterion; remainder will be based on a ratio approach.*
SECTION 3: **PROPOSED ESCROW/** **IMPREST ACCOUNT**	**3 POINTS MAX** If NOT required, firm will receive maximum 3 POINTS for this criterion; the lowest amount proposed will receive 2 POINTS; remainder will be based on a ratio approach.*
SECTION 4: **PROPOSED** **CONTIGENCY FEE**	**3 POINTS** MAX Lowest PERCENT receives maximum 3 POINTS for this criterion; remainder will be based on ratio approach.*
SECTION 5: **"CRADLE TO GRAVE"** **APPROACH**	**3 POINTS MAX** Firms who confirm this approach will receive maximum 3 POINTS for this criterion; firms who do not utilize this approach will receive ZERO POINTS.
TOTAL	**25 POINTS MAXIMUM**

** Ratio approach shall be defined as follows: lowest total price or percentage will receive the maximum assigned score for that criterion. The next lowest value calculated will be awarded points based on **(a)** the lowest value divided by the next-lowest value to determine the ratio then **(b)** multiplied by the maximum criterion points. All scoring will be rounded up to the nearest one hundredth (0.01) of a point. The process will continue for each of the remaining short-listed PRICE Proposals until all PRICE scores are calculated; scoring results will then be integrated with the technical review scores resulting in a FINAL ranking and recommended selection.*

The following defines the **Selection Criteria** to be utilized and the maximum assigned scoring for each selection Phase; a written evaluation and ranking of each firm will be prepared to determine the FINAL SELECTION recommendation. Contractual arrangements will be prepared based on final accepted pricing.

SELECTION CRITERIA	MAX POINTS
1. ***APPROACH/ CRADLE-TO-GRAVE*** (a/k/a "life of claim") means handing claim until closed.	**0-25 POINTS**
2. ***PAST RAILROAD CLAIMS EXPERIENCE*** in handling major railroad liability claims, especially Federal Employers Liability Act (FELA).	**0-25 POINTS** **TECHNICAL CRITERIA**
3. ***CAPABILITY AND CAPACITY OF FIRM*** to handle on-site incidents and to provide appropriate staff at incident site whenever needed.	**0-25 POINTS**
	75.0 TECHNICAL POINT MAX
Technical Proposals receiving scores of less than 60 POINTS out of the 75 eligible TECHNICAL POINTS will NOT be scheduled for the interview phase of the evaluation process and will be disqualified from further consideration.	
4. ***PRICE PROPOSAL*** **(Evaluated separately)**	**0-25 POINTS** **25.0 PRICE POINT MAX**
MAXIMUM TOTAL SCORE	**100 POINTS**

Notwithstanding the above, the State reserves the right to accept or reject any or all options, proposals, and to act in its best interest.

At any point during the review process, any proposal found to be substantially non-responsive will be dropped from further consideration.

Evaluation will also consider commitment to the Affirmative Action and DBE Participation. The State may, at its sole option, elect to require presentation(s) by Respondents clearly in consideration for award. Other submissions, certifications, or affirmations may be required, as appropriate.

The State reserves the right to make an award or multiple awards or to reject any or all proposals based on what it considers to be in its best interest.

-END-OF SCOPE-

Rhode Island Public Rail Corporation

RFP 7548413 - Third Party Claim Administration for South County Commuter Rail

CONSULTANT NAME:	
Street Address/PO Box	_____
City/State/Zip	_____
(Area Code) Phone #	_____
Signature/DATE	_____
TITLE	

PRICE PROPOSAL	
SCORING CRITERON:	
SECTION 1:* **TOTAL COST: MAJOR CLAIM** **(MAX 10 POINTS)**	$ _____
SECTION 2:* **TOTAL COST: MINOR CLAIM** **(MAX 6 POINTS)**	$ _____
SECTION 3: **PROPOSED ESCROW/ IMPREST ACCOUNT** **(MAX 3 POINTS)**	$ _____
SECTION 4: **PROPOSED CONTIGENCY FEE** **(MAX 3 POINTS)**	_____%
SECTION 5: **"CRADLE TO GRAVE" APPROACH** **(MAX 3 POINTS)**	YES _____NO_____

Requested ITEMIZED BREAKDOWN must be included for SECTIONS 1 & 2 as well as FEE STRUCTURE NARRATIVE must be part of PRICE Proposal submission.

CONSULTANTS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)

Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

INSTRUCTIONS FOR CERTIFICATION:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant _____ (name of Authorized Agent), _____ (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a pubic (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

_____

_____

_____

_____ _____

Signature of Authorized Agent Date

Certification for Federal-Aid Construction/Consultant Contracts

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

(R.I.D.O.T. APPENDIX C)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity,not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any o her aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046
(see reverse for public burden disclosure)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application b. initial award c. post-award	3. Report Type: ☐ a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Report Entity: ☑ Prime ☐ Subawardee Tier ___, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: $	
10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, mi):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, mi):	
11. Amount of Payment (check all that apply) $_____ ☐ actual ☐ planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify:	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ yes ☑ no

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. this disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
For Federal use Only:	Authorized for Local Reproduction Standard Form – LLL-A

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

CONFLICTS DISCLOSURE POLICY

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- Owners;
- Directors;
- Principals;
- Officers, board members, or individuals with corporate authority;
- If the vendor is a partnership, the applicant's partners;
- If the vendor is a limited liability company, its members and managers;
- Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- Shareholders with a controlling interest.

CONFLICTS DISCLOSURE STATEMENT

RE: _____

_____

I, _____hereby certify as follows:

I am employed as a _____ of _____
[TITLE] [COMPANY]
and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.**

☐ **I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):**

NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

- *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

_____

SIGNATURE **DATE**

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.

Dated: 6/27/2011

CERTIFICATION FOR TITLE VI ASSURANCE

I, _____, _____ a duly authorized representative of
(Name) *(Title)*

_____ do hereby certify that the organization affirmatively agrees to the provisions
(Company)

set forth below:

1. The Certificate.

For all contracts subject to Title VI of the Civil Rights Act of 1964, 42 U.S.C. part 2000d – 2000d4 (the Act) and 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (the Regulations), prospective bidders shall be required to complete a Certification affirming compliance with the Act and the Regulations.

2. Certification.

By submission of a Proposal, each bidder and each person signing a Proposal subject to the Act and the Regulations certifies that the bidder shall affirmatively agree as follows:

(a) Compliance with Regulations:

The bidder shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department, 49 C.F.R. Part 21, as they may be amended from time to time.

(b) Nondiscrimination:

The bidder shall not discriminate on the grounds of race, color, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The bidder shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the bidder for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the bidder of its obligations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, or disability.

(d) Information and Reports:

The bidder shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the bidder is in the exclusive possession of another who fails or refuses to furnish this information, the bidder shall so certify to the Department, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

In the event of the bidder's noncompliance with the nondiscrimination provisions, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(1) withholding of payments under the Contract until the bidder complies, and/or

(2) cancellation, termination or suspension of the Contract, in whole or in part.

(f) Incorporation of Provisions:

The bidder shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The bidder shall take such action with respect to any subcontract or procurement as the Department or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the bidder becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the bidder may request the Department to enter into such litigation to protect the interests of the Department and, in addition, the bidder may request the United States to enter into such litigation to protect the interests of the United States.