



Request for Quote

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

CREATION DATE : 14-AUG-14
 BID NUMBER: 7548935
 TITLE: ON-CALL CAMERA AND VIDEO
 EQUIPMENT/INSTALLATIONS- DOT
 BLANKET START : 01-OCT-14
 BLANKET END : 30-SEP-16
 BID CLOSING DATE AND TIME: 03-SEP-2014 11:00:00

BUYER: Hill, Lisa
 PHONE #: 401-574-8118

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 DOT ACCOUNTS PAYABLE
 TWO CAPITOL HILL, RM 230
 SMITH ST
 PROVIDENCE, RI 02903
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 DOT TRAFFIC MANAGEMENT CENTER
 TWO CAPITOL HILL, RM 144
 PROVIDENCE, RI 02908
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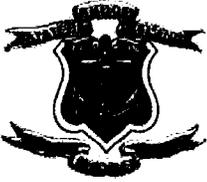
Requisition Number: 1382039

Note to Bidders: BID SURETY IS NOT REQUIRED HOWEVER, SUCCESSFUL BIDDER SHALL FURNISH A 100% PAYMENT AND PERFORMANCE BOND WITH INSTALLATION ORDERS PLACED BY THE DEPARTMENT WHICH ARE EQUAL TO OR EXCEED \$50,000.00.

Amendment Description: a

Line	Description	Quantity	Unit	Unit Price	Total
1	10/1/14-9/30/16 FURNISH ONLY: IP POE THERMAL NETWORK CAMERA (Q-1922-E)	1.00	Each		
2	10/1/14-9/30/16 FURNISH AND INSTALL: IP POE THERMAL NETWORK CAMERA (Q-1922-E)	1.00	Each		
3	10/1/14-9/30/16 FURNISH ONLY: HD IP POE NETWORK CAMERA (Q-1604-E)	1.00	Each		
4	10/1/14-9/30/16 FURNISH AND INSTALL: HD IP POE NETWORK CAMERA (Q-1604-E)	4.00	Each		
5	10/1/14-9/30/16 FURNISH ONLY: PTZ DOME IP CAMERA, POE, WITH 36X ZOOM (Q-6032-E)	1.00	Each		
6	10/1/14-9/30/16 FURNISH AND INSTALL: PTZ DOME IP CAMERA, POE, WITH 36X ZOOM (Q-6032-E)	33.00	Each		
7	10/1/14-9/30/16 FURNISH ONLY: HD PTZ DOME IP POE NETWORK CAMERA (Q-6035-E)	1.00	Each		
8	10/1/14-9/30/16 FURNISH AND INSTALL: HD PTZ DOME IP POE NETWORK CAMERA (Q-6035-E)	4.00	Each		

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer



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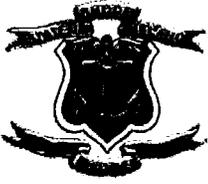
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Line	Description	Quantity	Unit	Unit Price	Total
9	10/1/14-9/30/16 VIDEO MANAGEMENT PROCESSOR (PROLIANT DL380P G8, W/2 VIDEO CARDS)	1.00	Each		
10	10/1/14-9/30/16 DUAL DISPLAY VIDEO PROCESSOR (PROLIANT DL380E G8, W/2 VIDEO CARDS)	1.00	Each		
11	10/1/14-9/30/16 48 PORT NETWORK SWITCH (2960S-48TD-L)	1.00	Each		
12	10/1/14-9/30/16 48 PORT CORE NETWORK SWITCH (WS-C3750X-47T-S)	1.00	Each		
13	10/1/14-9/30/16 FURNISH AND INSTALL: CISCO ROUTER WITH T1 INTERFACE (CISCO1941W-A/K9)	12.00	Each		
14	10/1/14-9/30/16 FURNISH AND INSTALL: NETGEAR PROSAFE 8-PORT 1GB ETHERNET SWITCH (GS108E)	36.00	Each		
15	10/1/14-9/30/16 FURNISH 65 FOOT BUCKET FOR CAMERA INSTALLATION ABOVE 30 FEET IN HEIGHT	8.00	Hour		
16	10/1/14-9/30/16 FURNISH AND INSTALL: 2? GALVANIZED RIGID STEEL CONDUIT, SURFACE MOUNT	50.00	Linear Foot		
17	10/1/14-9/30/16 FURNISH AND INSTALL: 2? GALVANIZED RIGID STEEL CONDUIT, UNDERGROUND	25.00	Linear Foot		
18	10/1/14-9/30/16 FURNISH AND INSTALL: 2? PVC PLASTIC CONDUIT, SCHEDULE 40, SURFACE MOUNT	50.00	Linear Foot		
19	10/1/14-9/30/16 FURNISH AND INSTALL: 2? PVC PLASTIC CONDUIT, SCHEDULE 40, UNDERMOUNT	25.00	Linear Foot		
20	10/1/14-9/30/16 FILLER FOR PLANAR VIDEO WALL MODULE	24.00	Each		
21	10/1/14-9/30/16 HALOGEN BULB FOR PLANAR VIDEO WALL MODULE	24.00	Each		

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Amendment Description: a

Line	Description	Quantity	Unit	Unit Price	Total
22	10/1/14-9/30/16 BALLAST FOR PLANAR VIDEO WALL MODULE	8.00	Each		
23	10/1/14-9/30/16 ANALOG-TO-IP CONVERTER (VERACITY MODEL VHW-HW-01)	10.00	Each		
24	10/1/14-9/30/16 AIMETIS CAMERA LICENSE	20.00	Each		
25	10/1/14-9/30/16 AIMETIS 1-YEAR SUPPORT AGREEMENT	3.00	Each		
26	10/1/14-9/30/16 CAT 6 ETHERNET CABLING	2,000.00	Linear Foot		
27	10/1/14-9/30/16 CRESTRON DM CABLING	500.00	Linear Foot		
28	10/1/14-9/30/16 CRESTRON PROGRAMMER	40.00	Hour		
29	10/1/14-9/30/16 TELECOM TECHNICIAN	40.00	Hour		
30	10/1/14-9/30/16 CRESTRON MATRIX EXPANSION CARD	1.00	Each		

Delivery: _____

Terms of Payment: _____

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Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

WAGE REQUIREMENTS

BIDDERS ARE ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS. THE PREVAILING WAGE TABLE MAY BE OBTAINED AT THE RI DIVISION OF PURCHASES HOME PAGE BY INTERNET at www.purchasing.ri.gov. SELECT "BIDDING INFORMATION", THEN "GENERAL INFORMATION", AND THEN SELECT "PREVAILING WAGE TABLES". PRINTING THE ENTIRE DOCUMENT AVERAGES APPROXIMATELY ONE MINUTE PER PAGE - YOU MAY WANT TO PRINT ONLY THE PAGES APPLICABLE TO YOUR BID. BIDDERS NOTE: IN THE EVENT THIS BID SPECIFIES PRICE OFFERS ON A TIME-AND-MATERIALS BASIS, i.e., AN HOURLY RATE, ANY OR ALL BIDS SUBMITTED IN AN AMOUNT LESS THAN THE PREVAILING RATE IN EFFECT FOR THE WORK COVERED BY THIS REQUEST AS OF THE DATE OF BID ISSUANCE SHALL BE REJECTED BY THE DIVISION OF PURCHASES.

INSURANCE REQUIREMENTS

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: * PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. * BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. * SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. * ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. * VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

LICENSE REQUIREMENTS

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS,

BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

RIVIP INFO - BID SUBMISSION REQUIREMENTS

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

MAILING ADDRESS FOR BID PROPOSALS ISSUED BY THE STATE OF RHODE ISLAND,
DIVISION OF PURCHASES

All Bid Proposals must be submitted by mail or hand delivered to:

- State of Rhode Island
- Department of Administration
- Division of Purchases, Second floor
- One Capitol Hill
- Providence, RI 02908-5855

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

PURCHASE AGREEMENT BID

BIDDING (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordered during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. **ORDERING** (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE

OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY
PRECLUDE THE NEED FOR GOODS/SERVICES.



Specifications for

On-Call Camera and Video Equipment Procurement Services

to be performed at various statewide locations TBD, for the

Rhode Island Department of Transportation
Transportation Management Center

2 Capitol Hill, Room 140
Providence, RI 02903



July 2014

GENERAL PROVISIONS – CONTRACT SPECIFIC

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1. BRIEF SCOPE OF WORK:

The work under this Contract is for On-Call Camera and Video Equipment Procurement Services for the Rhode Island Department of Transportation's Transportation Management Center (TMC) for a period of TWO (2) YEARS from written Notice to Proceed. At RIDOT'S discretion, this Contract may be renewed annually for up to TWO (2) additional YEARS. Annual renewal of this Contract shall be pending: a) federal funding approval and, b) the State's satisfaction and acceptance of the selected Contractor's services upon completion of each anticipated contract year.

The project includes, but is not limited to, the furnishing and installation of video cameras and all associated utility connections and wiring; spare parts; and software support for various headend video management system components. This bid solicitation includes a list of items anticipated to be procured and installed under this Contract, however no guarantee is made that all items will be used, or the quantities bid for each item will be ordered and delivered. Some items may exceed the estimated bid, and some may not meet the bid quantities. However, Respondents are required to bid on ALL ITEMS on the associated bid list. Bids that do not include all items may be considered unresponsive and removed from consideration.

All work will be performed on State owned, limited access and/or arterial type roadways, or on site at the RIDOT/TMC. It will be the Contractor's responsibility to provide all tools and other equipment needed to complete the work.

2. NOTICE TO CONTRACTOR:

This Contract, and the submitted bid prices, are for a period of TWO (2) YEARS from written Notice to Proceed, and shall include any option year that RIDOT exercises. Bid prices are subject to the mutual agreement of the State and the Contractor.

The basis of award of the Contract will be the **Total Bid Price** at the mutual agreement of the State and the Contractor for all quantities of work in this bid solicitation, subject to the review and correction as provided for in the State of Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction and Standard Details. The State reserves the right to make a single award or multiple awards or to reject any or all proposals based on what it considers to be in its best interest.

The State of Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction and Standard Details consist of the following:

- The Rhode Island Standard Specifications for Road and Bridge Construction, 2004 Edition, with all revisions.
- The Rhode Island Standard Details, 1998 Edition with all revisions.

3. CONTRACTOR REQUIREMENTS AND SUBMISSION:

In addition to the **Total Bid Price** the Contractor must comply with the following project requirements including a list of qualified personnel and equipment in order to be eligible for contract award. The list shall include:

- The Contractor must provide evidence that the firm possesses all electrical licenses required to perform the work specified herein in the State of Rhode Island, and shall maintain valid licenses for the duration of the Contract.
- The Contractor must possess and submit a copy of a valid Rhode Island Telecommunications Contractor License.
- The Contractor must identify **key personnel** to be assigned to the project. Assignment of key personnel must be for the duration of the project. Provide a detailed resume for each such individual. In the event such personnel are not employees of the bidder, submit documentation of the relationship. Describe the individuals' responsibilities on previous projects and proposed responsibility on this project.
- Additionally, the Contractor must provide a minimum year-round staff of **FIVE (5)** Rhode Island licensed Telecommunications Technicians. Respondent shall provide proof of current state licensing for staffing proposed. Each technician must be fully licensed in video, sound, and data.
- The Contractor must own or have access to the following **equipment** in a legally registered and operational state. Proof of said ownership or leasing agreement is required.
 - **ONE (1) Insulated Bucket Truck with a minimum 40-foot reach.**
- The Contractor must have a minimum of **TEN (10) YEARS** of experience as an integrator. The Contractor must provide Technicians who have completed all aspects of proposed system integration.
- The Contractor must prove that they possess training certifications as relates to the equipment selected. Proof of Certifications must be submitted with the bid package.
- Due to the on-call nature of these services, the Contractor is allowed a **maximum 48-HOUR RESPONSE TIME** to physically report to project site for emergency services and a **maximum 72-HOUR RESPONSE TIME** for non-emergency services.
- The Contractor must demonstrate previous experience installing equivalent video and networking equipment at **THREE (3)** or more field sites. Client reference and contact information is required.
- The Contractor must coordinate installation with communication service providers. Most camera installation sites are served by Verizon T1s, COX metro cable, or Verizon Wireless service.

ADDITIONAL REQUIRED FORMS (All forms included in the solicitation)

Besides the *RIVIP Bidder Certification Cover Form*, obtained through the RI Division of Purchases' website (www.purchasing.ri.gov), RIDOT also requires that the following **FIVE (5) FORMS** be completed and included in your submission package in line with federal regulations and departmental policy. With the exception of a W-9 form, these forms will be made part of the contract award.

- **W-9 Form**: Must be completed and signed by authorized agent of your firm. This may be downloaded at www.purchasing.ri.gov.
- **CERTIFICATION FOR TITLE VI ASSURANCE**: Shall be fully completed and submitted accordingly.
- **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS**: Shall be fully completed and submitted accordingly.
- **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-LOWER TIER COVERED TRANSACTIONS**: Shall be fully completed and submitted accordingly.
- **ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT**: Shall be fully completed and submitted accordingly.

Sealed bid proposals addressed to the Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, Providence, RI 02908 will be opened and read in public on September 3, 2014 at 11:00 a.m. All bidders must register on-line at www.purchasing.ri.gov. A completed Bidder Certification Cover Form, obtained at said website, must accompany each bid. Should assistance be required for registering or downloading this solicitation, call the RIVIP Help Line at 401-574-8100.

Required Contract Provisions - The attention of prospective bidders is called to the fact that this project is to be bid upon and the Contract executed under the rules and regulations for carrying out the provisions of the Federal-Aid Highway Act, subject to all appropriate Federal Laws, including Title VI of the Civil Rights Act of 1964, as amended and supplemented, and the required provisions for Federal-Aid Contracts, as provided for in Chapters 85, 86, and 88 of the Public Laws of Rhode Island, 1960.

Wages of labor on Federal-Aid Highway Projects - the prevailing rate of wages for laborers and mechanics employed by Contractors or Subcontractors on the initial construction of highway projects on the Federal-Aid Highway System, authorized under the Federal Highway Act of 1968, shall be paid wages at rates not less than those prevailing on the same type of work on similar construction in the immediate locality as determined by the United States Secretary of Labor, in accordance with the Act of August 30, 1935, known as the Davis - Bacon Act, under Decision Nos. 1 through 6 as applicable.

Prevailing wage rates and Davis - Bacon Wage Determination Reference Materials are available online at www.purchasing.gov . It is advisable to print only the pages applicable to this bid; the rates active on the Rhode Island Vendor Information Program's bid solicitation date for this project are applicable for the duration of the Contract resulting from this bid.

Work Hours Act of 1962 - This Contract is subject to Work Hours Act of 1962, Public Law 87-581 and implementing regulations.

An **insurance certificate** (ACORD 25) in compliance with provisions of Item 31 (Insurance) of the General Conditions of Purchase is required for comprehensive general liability, automobile liability, and workers' compensation and must be submitted by the successful bidder(s) to the Division of Purchases prior to award. The insurance certificate must name the State of Rhode Island as certificate holder and as an additional insured. Failure to comply with these provisions may result in rejection of the Offeror's bid. Annual renewal certificates must be submitted to the Agency location identified on the Purchase Order. Failure to do so may be grounds for cancellation of this Contract.

Pre-Bid Conference - A Pre-Bid Conference will be on **Tuesday, August 19, 2014 at 9:00 AM** to be held in the RIDOT Transportation Management Center, Room 140, Two Capitol Hill, Providence, Rhode Island for the purpose of reviewing problems and/or questions concerning the project. Individuals requesting interpreter services for the hearing impaired must notify 401-222-4971 (T.D.D.) a minimum of three (3) business days (seventy-two (72) hours), prior to the conference date.

Contractor Submittals:

Shop Drawing Submittals: If requested by the Engineer, the Contractor must develop/submit shop drawings, product data and/or catalog cut-sheets in accordance with Subsection 12.105.02; Plans and Shop Drawings of the Rhode Island Standard Specifications for Road and Bridge Construction, 2004 Edition and the latest revisions for all items involved in this Contract.

Shop drawings shall consist of catalog/cut sheets specifying details indicating enough information so that the item can be evaluated in accordance with these specifications. The Contractor shall submit seven (7) sets of shop drawings when requested by the Engineer. Shop drawings shall be accompanied by three (3) sets of design computations, cuts from manufacturer's catalogs, and/or supporting technical bulletins.

Shop drawings and design computations for this item shall be stamped only by a Rhode Island registered Professional Engineer.

Submitted shop drawings will be reviewed by the Engineer and returned to the Contractor for appropriate action. Shop drawings that are found erroneous, lacking information necessary to control construction, or not in conformance with accepted design criteria will be rejected and returned to the Contractor. The Contractor shall address the Engineer's comments and resubmit revised shop drawings and/or design computations.

The Contractor shall submit Shop Drawings for all required job specific items within 14 days when requested by the Engineer. Shop drawings must be approved by the Engineer prior to performance of the work involved. Such approval shall not relieve the Contractor of any responsibility under the Contract for the successful completion of the work. Contractor's failure to make submittals and obtain approval of a submittal will not be grounds for contract time extensions. The cost for preparation of shop drawings and design computations shall be borne by the Contractor and shall be included in the bid price for each related bid item.

Materials Storage

The Contractor shall place all stockpiled material in the Contractor's yard or at a site approved by the Engineer. In no case shall stockpiled material remain within the clear zone of any roadway during non-working hours.

4. LIST OF CONTRACT DRAWINGS:

<u>Sheet No.</u>	<u>Description</u>
N/A	N/A

5. PROTECTION OF UTILITIES AND PROPERTY

The Contractor, in constructing or installing facilities alongside or near sewers, drains, water or gas pipes, electric or telephone conduits, fiber optic lines and conduits, poles, sidewalks, walls, vaults or other structures shall sustain them securely in place. The Contractor shall coordinate with the officers and agents of the various utility companies and municipal departments to assure that the services of these structures are maintained. The Contractor shall also be responsible for the repair or replacement, at no additional cost to the owner, of any damage to such structures caused by construction operations. The Contractor is responsible to leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Engineer, furnish labor and

equipment to work temporarily under the utility owner's direction. Pipes or other structures damaged by the operation of the Contractor may be repaired by the Department or by the utility owner which suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefore.

If during construction there is an existing utility and/or structure found to be in conflict with the proposed work under this Contract, the Contractor shall protect and maintain the services to the utilities and structures. The Engineer will, as soon as possible, identify the utilities to be relocated or other such activities deemed suitable for resolution.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this Section, shall be considered included in the Contract bid price and no additional compensation will be allowed therefore.

6. OTHER COORDINATION CONTACTS:

The Contractor is to coordinate all work at all locations with the Contractors of the other concurrent construction projects occurring at, or in the vicinity of, the work as requested by the RIDOT.

7. DISPOSAL OF SURPLUS MATERIALS

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Contractor and shall be removed from the site during the construction period and legally disposed of. No separate payment will be made for this work, but all costs in connection therewith shall be included in each Contract item bid price.

8. SEQUENCE OF CONSTRUCTION:

This is an On-Call Contract. The Contractor shall be available for meetings within a 48-hour timeframe and available to begin construction work requested within fourteen (14) days of said request. Within fourteen (14) days of said work request, the Contractor shall furnish the Engineer a construction schedule detailing the completion of the requested work. The schedule shall be mutually agreeable between the State and the Contractor.

Special Camera Installation Requirements:

Cameras are to be installed on existing structures, which may include poles, lowering devices, bridge abutments, buildings, or sign structures, at a height of between 20 feet and 50 feet.

The State will provide police detail/traffic control as deemed required by the State. However, the State requires a 14 day advance notice of installation.

For each camera installation, Contractor shall:

- Install power injectors, routers, switches, and other field equipment in existing cabinets adjacent to camera locations. The State will provide 110 VAC Power.
- Provide mounting hardware appropriate to the requested mounting location and camera device, as needed, including wall mount, parapet mount, pendant mount, pole adaptor, and other attachment brackets and hardware, as appropriate.
- Provide all cables and connectors required for field installation, installed in conduit, and in compliance with the latest edition of the National Electric Code.
- Provide a standard 40 foot bucket truck if required at no additional cost to the State for installation of equipment at heights up to 30 feet. For installations above 30 feet, the State will provide a bucket truck, or at the option of the State, the State will request the Contractor to provide a 65 foot bucket truck at the hourly rate provided for under this price agreement.

Special TMC Installation Requirements:

Video Management Processors, Display Video Processors, Network Switches, and other parts related to the Video Management and Distribution System shall be installed in the RIDOT Transportation Management Center Equipment Room as directed by the TMC Manager.

The TMC'S existing Video Management System is *Symphony*, by **Aimetis**. The Contractor must be certified (as an authorized dealer/partner/reseller) by **Aimetis** to purchase items and provide software support for **Aimetis** systems.

Aimetis Americas (HQ)
500 Weber Street North
Waterloo, Ontario, Canada
N2L 4E9
Phone: +1 (519) 746-8888
Fax: +1 (519) 746-6444
info@aimetis.com

The TMC'S existing Video Distribution System is **Crestron-based**. The Contractor must be certified (as an authorized dealer/partner/reseller) by **Crestron** to purchase items and provide software support for **Crestron** systems.

Crestron Electronics, Inc. (Corporate Headquarters - Sales & Support)
15 Volvo Drive
Rockleigh, New Jersey 07647
United States
Phone 1: 800.237.2041
Phone 2: 201.767.3400
Fax: 201.767.1903

9. ENVIRONMENTAL PERMITS:

No Environmental Permits or assents are required for this project.

10. WORK SCHEDULE

Work on this project is restricted to a normal eight-hour day, five-day week, with the Contractor and all Subcontractors working on the same shift.

No work shall be done on this Contract on Saturdays, Sundays or holidays or on the day before or the day after a long weekend which involves a holiday without prior approval by the Engineer.

No work that will disrupt travel on the existing roadways (lane closures, lane shifts, trenching, etc.) shall be done from 6:00 AM to 9:00 AM and from 3:00 PM to 7:00 PM.

Winter Shutdown

The "Winter Shutdown" as defined in Section 12.101.80 and as allowed for in Section 12.108.07 of the *Rhode Island Standard Specifications for Road and Bridge Construction*, 2004 Edition and all changes and addenda, is hereby waived for this contract. "THERE SHALL BE NO WINTER SHUTDOWN FOR THIS PROJECT". However, time extensions may be granted for documented adverse winter weather conditions causing construction delays.

11. MISCELLANEOUS MATERIALS AND SERVICES:

If materials are required for the completion of the work at a contracted site and those materials are not included as a bid item in the Contract, those materials will be supplied by the State from existing inventories, purchased by the State and supplied to the Contractor, or the Contractor may be directed to purchase materials directly. When directed by the TMC to purchase materials eligible for reimbursement, or to outsource services which are not

provided by the Contractor under the bid items in the Contract, but necessary to complete the work, the Contractor shall employ the following as general purchasing practice:

All purchases by the Contractor shall be made in the most cost-effective manner possible. Equipment necessary to carry out work, including vehicles, shall not be reimbursable unless specifically itemized within this bid document or specifically authorized in writing by the TMC.

Only materials and services with a purchase value of \$5,000.00 or less are eligible for reimbursement under the Miscellaneous Materials and Services bid item. All items purchased shall require written confirmation of the price quotation to the TMC and approval of the quoted price by the TMC prior to purchase of the materials or services. For purchases exceeding \$500.00, but not to exceed \$5,000.00, the Contractor shall provide written confirmation of at least three quotations, and the lowest quoted price shall be used. If no competition exists for the requested materials or services, the Contractor

shall provide written justification for why the quoted vendor is the only source for the materials or services.

The Contractor will be required to submit copies of all purchases listing specific model numbers and quantities, services, shipping and handling costs. The Contractor will be reimbursed for approved materials and services purchased at total cost plus FIVE (5) PERCENT.

12. TESTING, ACCEPTANCE, WARRANTY AND CLOSEOUT OF WORK:

When performing work under this Contract, the Contractor shall perform relevant acceptance testing as directed by the TMC Manager. This may include, but not be limited to, providing a test plan when requested to, performing the equipment manufacturer's recommended acceptance test procedures, and submitting test results and reports, as appropriate.

The Contractor shall provide a warranty on all installed equipment for a period of three (3) years from the date of acceptance, or for the duration of the manufacturer's warranty, whichever is greater.

The Contractor shall provide as-built drawings within thirty (30) days after the date of acceptance, when requested by the TMC Manager.

13. JOB-SPECIFIC ITEMS:

Selected functional requirements for special items appear on the following pages.

IP POE THERMAL NETWORK CAMERA

DESCRIPTION:

An IP POE Thermal Network Camera shall include all hardware, software, and cabling required to make a complete system. The camera shall meet the minimum recommended hardware guidelines as outlined below, and be fully compatible with the TMC'S Video Management System. Cameras shall be installed in locations as directed by the TMC Manager, and utilizing the manufacturer's recommended installation procedures. Contractor shall supply all mounting hardware required for a complete installation. The model type is **Axis Q-1922-E, or approved equivalent.**

The camera shall:

- Be manufactured with an outdoor ready IP66-rated metal casing and shall operate between -40°C to +60°C (-40°F to +140°F), powered using Power over Ethernet
- Be equipped with a 10BASE-T/100BASE-TX Ethernet interface
- Be equipped with a an un-cooled Microbolometer with a FPA Format of 640x480 and 17 µm pixel size
- Provide thermal images with NetD sensitivity below 100 mK
- Support simultaneous individually configured Motion JPEG and H.264 thermal video streams with a native resolution of at least 640x480 pixels with at least 8.3 frames per second, and shall have the ability to scale video up to 800x600 pixels
- Support both unicast and multicast H.264 with support for both Constant and Variable Bit Rate
- Support Power over Ethernet according to IEEE 802.3af
- Accept static IP addresses as well as addresses provided by a DHCP
- Support both IPv4 and IPv6 based addresses
- Be equipped with one RS422/485 port providing the ability to control third party PT devices, support guard tour, and at least 100 presets
- Provide text overlay that includes date/time support synchronized with an NTP server, and the ability to apply a graphical image as an overlay or privacy mask into the video image.
- Provide multiple user password levels, support for HTTPS and SSL/TLS and incorporate IEEE 802.1X authentication
- Be equipped with a built-in web server
- Be supported by an open and published API
- Be conformant to the network video standard as defined by the ONVIF organization

METHOD OF MEASUREMENT:

Item "IP POE THERMAL NETWORK CAMERA" will be measured by "EACH" unit actually installed in accordance with the Contract Documents and/or as directed by the Engineer.

BASIS OF PAYMENT:

The accepted quantity of Item "IP POE THERMAL NETWORK CAMERA" will be paid for at its respective contract unit price per "EACH" as listed in the Proposal. The price so stated shall constitute full and complete compensation for all hardware, components, software, installation and testing, as well as all labor, additional materials, tools and equipment, and all other incidentals (including cabling) required to complete the work as described in these Special Provisions and elsewhere in the Contract Documents, complete in place and accepted by the Engineer.

PTZ DOME IP POE NETWORK CAMERA WITH 36X ZOOM

DESCRIPTION:

A PTZ Dome IP POE Network Camera with 36x zoom shall include all hardware, software, and cabling required to make a complete system. The camera shall meet the minimum recommended hardware guidelines as outlined below, and be fully compatible with the TMC'S Video Management System. Cameras shall be installed in locations as directed by the TMC Manager, and utilizing the manufacturer's recommended installation procedures. Contractor shall supply all mounting hardware required for a complete installation. The model type is Axis Q-6042-E, or approved equivalent.

The camera shall:

- Be manufactured with an all-metal body
- Be both IP66 and NEMA 4X-rated, and operate between -40°C to +50°C (-40°F to +122°F)
- Be equipped with a 10BASE-T/100BASE-TX Ethernet interface. A stand alone injector shall provide required power to camera, heaters and fans over the network cable.
- Be equipped with a progressive scan sensor, support Wide Dynamic Range and provide images down to 0.5 lux in day mode and 0.008 lux in night mode
- Be equipped with 36x optical zoom and Day/Night functionality
- Provide at least 3 streams of resolutions up to 704x480 (NTSC) pixels at 30 frames per second per stream
- Support simultaneous individually configured Motion JPEG and H.264 video streams
- Support both unicast and multicast H.264 with support for both Constant and Variable Bit Rate
- Accept static IP addresses as well as addresses provided by a DHCP
- Support both IPv4 and IPv6 based addresses
- Provide accurate high-speed pan-tilt functionality with 360° endless pan range and a 220° tilt range
- Provide pan and tilt speed between 0.05° - 450°/sec
- Support at least 100 presets.
- Provide text overlay that includes date/time support synchronized with an NTP server and the ability to apply a graphical image as an overlay into the video image.
- Provide multiple user password levels, support for HTTPS and SSL/TLS and incorporate IEEE 802.1X authentication
- Be supported by an open and published API
- Be equipped with a built-in web server

METHOD OF MEASUREMENT:

Item "PTZ DOME IP POE NETWORK CAMERA WITH 36X ZOOM" will be measured by "EACH" unit actually installed in accordance with the Contract Documents and/or as

directed by the Engineer.

BASIS OF PAYMENT:

The accepted quantity of Item "PTZ DOME IP POE NETWORK CAMERA WITH 36X ZOOM" will be paid for at its respective contract unit price per "EACH" as listed in the Proposal. The price so stated shall constitute full and complete compensation for all hardware, components, software, installation and testing, as well as all labor, additional materials, tools and equipment, and all other incidentals (including cabling) required to complete the work as described in these Special Provisions and elsewhere in the Contract Documents, complete in place and accepted by the Engineer.

HD PTZ DOME IP POE NETWORK CAMERA

DESCRIPTION:

An HD PTZ Dome IP POE Network Camera shall include all hardware, software, and cabling required to make a complete system. The camera shall meet the minimum recommended hardware guidelines as outlined below, and be fully compatible with the TMC'S Video Management System. Cameras shall be installed in locations as directed by the TMC Manager, and utilizing the manufacturer's recommended installation procedures. Contractor shall supply all mounting hardware required for a complete installation. The model type is Axis Q-6035-E, or approved equivalent.

The camera shall:

- Be manufactured with an all-metal body
- Be both IP66 and NEMA 4X-rated
- Start-up and operate between -40°C to +50°C (-40°F to +122°F)
- Be equipped with a 10BASE-T/100BASE-TX Ethernet interface. A stand alone injector shall provide required power to camera, heaters and fans over the network cable.
- Be equipped with a 2.3 megapixel High Definition 16:9 progressive scan sensor and provide images down to 0.8 lux in day mode and 0.04 lux in night mode
- Be equipped with 20x optical zoom and Day/Night functionality
- Provide video streams at full frame rate (30/25 fps) in HDTV 1080p (1920x1080) resolution in compliance with SMPTE 274M standard
- Support simultaneous individually configured Motion JPEG and H.264 video streams
- Support both unicast and multicast H.264 with support for both Constant and Variable Bit Rate
- Accept static IP addresses as well as addresses provided by a DHCP
- Support both IPv4 and IPv6 based addresses
- Provide accurate high-speed pan-tilt functionality with 360° endless pan range and a 220° tilt range
- Provide pan and tilt speed between 0.05° - 450°/sec
- Support at least 100 presets
- Provide text overlay that includes date/time support synchronized with an NTP server, and the ability to apply a graphical image as an overlay into the video image.
- Provide multiple user password levels, support for HTTPS and SSL/TLS and incorporate IEEE 802.1X authentication
- Be equipped with a built-in web server
- Be supported by an open and published API
- Be conformant to the network video standard as defined by the ONVIF organization

METHOD OF MEASUREMENT:

Item "HD PTZ DOME IP POE NETWORK CAMERA" will be measured by "EACH" unit actually installed in accordance with the Contract Documents and/or as directed by the Engineer.

BASIS OF PAYMENT:

The accepted quantity of Item "HD PTZ DOME IP POE NETWORK CAMERA" will be paid for at its respective contract unit price per "EACH" as listed in the Proposal. The price so stated shall constitute full and complete compensation for all hardware, components, software, installation and testing, as well as all labor, additional materials, tools and equipment, and all other incidentals (including cabling) required to complete the work as described in these Special Provisions and elsewhere in the Contract Documents, complete in place and accepted by the Engineer.

HD IP POE NETWORK CAMERA

DESCRIPTION:

An HD IP POE Network Camera shall include all hardware, software, and cabling required to make a complete system. The camera shall meet the minimum recommended hardware guidelines as outlined below, and be fully compatible with the TMC's Video Management System. Cameras shall be installed in locations as directed by the TMC Manager, and utilizing the manufacturer's recommended installation procedures. Contractor shall supply all mounting hardware required for a complete installation. The model type is Axis Q-1604-E, or approved equivalent.

The camera shall:

- Be manufactured with a metal casing
- Be IP66 and NEMA 4X-rated and operate between -40°C to +50°C (- 40°F to +122°F)
- Be equipped with a 10BASE-T/100BASE-TX Ethernet interface
- Be equipped with a progressive scan sensor, and shall provide images down to 0.4 lux in day mode and 0.06 lux in night mode with WDR functionality active
- Be equipped with Wide Dynamic Range including dynamic capture and provide at least 120dB dynamic range
- Be equipped with Day/Night functionality and support both P- and DC- iris functionality
- Support remote back focus adjustment
- Provide at least two video streams at full frame rate (30/25 fps) in HDTV 720p (1280x720) resolution
- Support simultaneous individually configured Motion JPEG and H.264 video streams
- Support both unicast and multicast H.264 with support for both Constant and Variable Bit Rate
- Support both Baseline and Main profile H.264 including motion estimation
- Be powered using standard IEEE 802.3at High Power over Ethernet
- Accept static IP addresses as well as addresses provided by a DHCP
- Support both IPv4 and IPv6 based addresses
- Provide text overlay that includes date/time support synchronized with an NTP server, and the ability to apply a graphical image as an overlay into the video image
- Provide multiple user password levels, support for HTTPS and SSL/TLS and incorporate IEEE 802.1X authentication
- Be equipped with a built-in web server
- Be supported by an open and published API
- Be conformant to the network video standard as defined by the ONVIF organization

METHOD OF MEASUREMENT:

Item "HD IP POE NETWORK CAMERA" will be measured by "EACH" unit actually installed in accordance with the Contract Documents and/or as directed by the Engineer.

BASIS OF PAYMENT:

The accepted quantity of Item "HD IP POE NETWORK CAMERA" will be paid for at its respective contract unit price per "EACH" as listed in the Proposal. The price so stated shall constitute full and complete compensation for all hardware, components, software, installation and testing, as well as all labor, additional materials, tools and equipment, and all other incidentals (including cabling) required to complete the work as described in these Special Provisions and elsewhere in the Contract Documents, complete in place and accepted by the Engineer.

VIDEO MANAGEMENT PROCESSOR

DESCRIPTION:

Contractor acquisition of the Video Management Processor shall include all hardware, software, and cabling required to make a complete system. The Video Management Processor shall meet the recommended hardware guidelines of the video systems configuration software. The Video Management Processor shall be fully compatible with the Video Management System, shall be a furnished and installed utilizing a Rail installation kit with cable management trays. Contractor shall supply the compatible Rail Assembly Kit, with cable management trays, for a 19" rack setup. All cabling connections to the Video Management Processor shall be routed through integrated cable management trays and secured via Velcro cable ties. The Video Management Processor shall meet, or exceed, the following capabilities:

MATERIALS:

- A. Hardware: HP DL380p G8 or equivalent
 - 1. CPU Processor: (Quantity 2) Xeon E5-2690, 8-Core or equivalent
 - 2. Speed: 2.9 GHz, 1,600MHz FSB or greater
 - 3. RAM: 16 GB (per processor) PC3-12800R Dual Ranked DIMMs or greater
 - 4. Primary Hard Drive(s)
 - a. (Quantity 3) 300 GB or greater at RAID 5
 - b. 10K RPM SAS 6 Gbps 2.5 inch
 - 5. Secondary Hard Drive(s)
 - a. (Quantity 2) 500 GB or greater at RAID 1
 - b. 7.2K RPM SATA 6 Gbps 2.5 inch
 - 6. Network Adapter: 4GbE Onboard NIC
 - 7. DVD-ROM Drive, Internal, SATA
 - 8. Power Supply: (Quantity 2) 460W power supplies
 - 9. Case: 2U rack mount
 - 10. VGA Graphics Adapter: (quantity 2) Furnish only
 - a. Type: NVIDIA Quadro K2000 PCIE 2,024MB or equivalent
 - b. Memory: 2,048Mb GDDR5 or greater
 - c. Host Interface: PCI Express 2.0 x16
 - d. Max Resolution: 2560 x 1600 or greater
 - e. Display Port Connectors: 2
 - f. Dual link DVI: (1) or greater
- B. Operating System: Microsoft Windows Server 2008 R2 x64 Standard Edition

C. Installation

1. The Contractor shall furnish the Video Management Processor to the TMC

D. Submittals

1. Manufacturers catalog cut sheets and specifications for all equipment provided.

METHOD OF MEASUREMENT:

Item "VIDEO MANAGEMENT PROCESSOR" will be measured by "EACH" unit actually installed in accordance with the Contract Documents and/or as directed by the Engineer.

BASIS OF PAYMENT:

The accepted quantities of Item "VIDEO MANAGEMENT PROCESSOR" will be paid for at its respective contract unit price per "Each" as listed in the Proposal. The price so stated shall constitute full and complete compensation for all hardware, components, software, installation and testing, as well as all labor, additional materials, tools and equipment, and all other incidentals (including cabling) required to complete the work as described in these Special Provisions and elsewhere in the Contract Documents, complete in place and accepted by the Engineer.

DUAL VIDEO CARD DISPLAY PROCESSOR

Description

Contractor acquisition of Dual Video Card Display Processor shall include all hardware, software, and cabling required to make a complete system. The Dual Video Card Display Processor shall meet the recommended hardware guidelines of the video systems configuration software. The Dual Video Card Display Processor shall be fully compatible with the Video Management System, shall be installed in locations as directed by the TMC Manager, and shall be installed utilizing a Rail installation kit with cable management trays. Contractor shall supply the compatible Rail Assembly Kit, with cable management trays, for a 19" rack setup. All cabling connections to the Dual Video Card Display Processor shall be routed through integrated cable management trays and secured via Velcro cable ties. The Dual Video Card Display Processor shall meet, or exceed, the following capabilities:

A. Hardware:

1. CPU Processor: Xeon E5-2430, 6-Core Intel or equivalent
2. Speed: 2.2 GHz, 1,600MHz FSB or greater
3. RAM: 8 GB or greater DDR3-1600 dual ranked DIMMs or greater
4. Primary Hard Drive
 - a) (Quantity 2) 500 GB or greater
 - b) 7.2K RPM Serial ATA 6Gbps
5. Network Adapter: 4GbE Onboard NIC
6. DVD-ROM Drive, Internal, SATA
7. Power Supply: (Quantity 2) 460W power supplies
8. Case: 2U rack mount
9. VGA Graphics Adapter (quantity 2)
 - a) Type: NVIDIA Quadro K2000 PCIE 2048MB, or equivalent
 - b) Memory: 2,048MB GDDR5 or greater
 - c) Host Interface: PCI Express 2.0 x16
 - d) Max Resolution: 2560 x 1600 or greater
 - e) Display Connectors: 2
 - f) Dual link DVI (1) or greater

B. Operating System: The operating systems shall be fully compatible with the Video Management System.

C. Installation

1. The Contractor shall install the Video Display Servers as directed by the TMC Manager.
2. The Contractor shall install all software to each Video Display Server.

3. The Contractor shall connect the Video Display Servers to the Digital Media Switches as directed by the TMC Manager.
4. The Contractor shall assign a unique IP address to each Video Display Server that follows the overall network architecture.

D. Verification of Functionality

1. The Contractor shall verify the Video Display Servers are working as required for the design.
2. The Contractor shall verify all connections to the LCD Display Monitors are working as needed for the design.
3. The Contractor shall verify and test the functionality of all software installed on each Video Display Server.
4. The Contractor shall verify that the functional processor performs as indicated by the manufacturer and as required by the specification.
5. The Contractor shall verify that the functional hard drive performs as indicated by the manufacturer and as required by the specification.
6. The Contractor shall verify that the functional graphics card performs as indicated by the manufacturer and as required by the specification.

METHOD OF MEASUREMENT:

Item "DUAL VIDEO CARD DISPLAY PROCESSOR" will be measured by "EACH" unit actually installed in accordance with the Contract Documents and/or as directed by the Engineer.

BASIS OF PAYMENT:

The accepted quantities of Item "DUAL VIDEO CARD DISPLAY PROCESSOR" will be paid for at its respective contract unit price per "Each" as listed in the Proposal. The price so stated shall constitute full and complete compensation for all hardware, components, software, installation and testing, as well as all labor, additional materials, tools and equipment, and all other incidentals (including cabling) required to complete the work as described in these Special Provisions and elsewhere in the Contract Documents, complete in place and accepted by the Engineer.

48-PORT CORE NETWORK SWITCH

1. 1000 Mbps Port(s): 48 x 10/100/1000Base-T (RJ-45)
2. Additional Port(s): ability to expand capabilities with 4 optional uplink modules with GE or 10GE ports
3. Console Port(s): RJ-45
4. Rack mountable
5. DRAM: 512 MB
6. Flash: 128 MB
7. Dual redundant power supplies and fans
8. Switch Fabric Capacity: 160 Gbps
9. Layer 3 Forwarding rate: 101.2 Mbps
10. VLANs: 1005
11. LAN Standards: IEEE 802.1d Spanning Tree Bridge, IEEE 802.1AE MACsec, IEEE 802.3 CSMA/CD or Ethernet, IEEE 802.3u 100 Mbps (Fast Ethernet), IEEE 802.3ab 1000 Mbps (Gigabit Ethernet), IEEE 802.3ad Link aggregation, IEEE 802.3z Gigabit Ethernet over fiber standard (1000BaseX), IEEE 802.1w Rapid Spanning Tree Protocol (RSTP), IEEE 802.3x Flow Control, IEEE 802.1Q (VLANs), IEEE 802.1p (Priority)
12. IP BASE: Baseline Enterprise Services
13. Management Protocols: SNMPv1, SNMPv2c & SNMPv3, RMON I & RMON II, Telnet
14. Protocols: IGMPv2, RADIUS, SSH, TCP, UDP, DHCP, PIM
15. Routing Protocols: OSPF, RIP Version 1, RIP Version 2, BGPv4, IGRP, EIGRP, DVMRP, Static Routing
16. Ethernet Switch must support StackWise Plus technology, must be capable of remote management with Cisco Network Management Software, and shall be fully managed by CiscoView and CiscoWorks

METHOD OF MEASUREMENT:

Item "48-PORT CORE NETWORK SWITCH" will be measured by "EACH" unit actually installed in accordance with the Contract Documents and/or as directed by the Engineer.

BASIS OF PAYMENT:

The accepted quantities of Item "48-PORT CORE NETWORK SWITCH" will be paid for at its respective contract unit price per "Each" as listed in the Proposal. The price so stated shall constitute full and complete compensation for all hardware, components, software, installation and testing, as well as all labor, additional materials, tools and equipment, and all

other incidentals (including cabling) required to complete the work as described in these Special Provisions and elsewhere in the Contract Documents, complete in place and accepted by the Engineer.

48-PORT NETWORK SWITCH

1. 1000 Mbps Port(s): 48 x 10/100/1000Base-T (RJ-45)
2. Additional Port(s): 2 (SFP+) Enhanced Small Form-Factor Pluggable Slots
3. Console Port(s): RJ-45
4. Rack mountable
5. Dual redundant power supplies and fans
6. DRAM: 128 MB
7. Flash: 64 MB
8. Switch Fabric Capacity: 176 Gbps
9. Layer 3 Forwarding rate: 101.2 Mbps
10. VLANs: 255
11. LAN Standards: IEEE 802.1d Spanning Tree Bridge, IEEE 802.3 CSMA/CD or Ethernet, IEEE 802.3u 100 Mbps (Fast Ethernet), IEEE 802.3ab 1000 Mbps (Gigabit Ethernet), IEEE 802.3ad Link aggregation, IEEE 802.3z Gigabit Ethernet over fiber standard (1000BaseX), IEEE 802.1w Rapid Spanning Tree Protocol (RSTP), IEEE 802.3x Flow Control, IEEE 802.1Q (VLANs), IEEE 802.1p (Priority)
12. Management Protocols: SNMPv1, SNMPv2c & SNMPv3, RMON I & RMON II, Telnet
13. Protocols: IGMPv2, RADIUS, SSH, TCP, UDP, DHCP, PIM
14. Routing Protocols: OSPF, RIP Version 1, RIP Version 2, BGPv4, IGRP, EIGRP, DVMRP, Static Routing
15. Ethernet Switch must be capable of remote management with Cisco Network Management Software and shall be fully managed by CiscoView and CiscoWorks

METHOD OF MEASUREMENT:

Item "48-PORT NETWORK SWITCH" will be measured by "EACH" unit actually installed in accordance with the Contract Documents and/or as directed by the Engineer.

BASIS OF PAYMENT:

The accepted quantities of Item "48-PORT NETWORK SWITCH" will be paid for at its respective contract unit price per "Each" as listed in the Proposal. The price so stated shall constitute full and complete compensation for all hardware, components, software, installation and testing, as well as all labor, additional materials, tools and equipment, and all other incidentals (including cabling) required to complete the work as described in these Special Provisions and elsewhere in the Contract Documents, complete in place and accepted by the Engineer.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) 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 may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) 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 public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) 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 (a)(2) of this certification; and

(4) 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.

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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

b. 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.

c. 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 by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. 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.

f. 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 exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e 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 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 participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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.

b. 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.

2. 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 31 U.S.C. 1352. 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.

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX A
TITLE VI ASSURANCE

Rhode Island Department of Transportation
Title VI Assurance

Appendix A

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (the Contractor) agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Rhode Island Department of Transportation (the Department), 49 C.F.R. Part 21, as they may be amended from time to time (the Regulations), and which are herein incorporated by reference and made a part of this Contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, 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 Contractor 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.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor 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 Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, or disability.
- (4) **Information and Reports:** The Contractor 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 Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor 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.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.

Rhode Island Department of Transportation
Title VI Assurance

Appendix A

- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor 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 non-compliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Department to enter into such litigation to protect the interests of the Department and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX
CERTIFICATIONS

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.

49 CFR Part 29 - Appendix A

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

Instructions For Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. 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.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 may terminate this transaction for cause or default.

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded 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 public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes 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.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

49 CFR Part 29 - 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 had 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 meaning 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 AN
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

- (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.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

BID CONDITIONS

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY
(Executive Order 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Each Trade
	3.0% R.I. Except Newport County	6.9%
	3.1% Newport County	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs through the Area Director, OFCCP, 169 Weybosset Street, Providence, Rhode Island 02903, within 10 working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this Solicitation, the "covered area" is the State of Rhode Island.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(Executive Order 11246)**

1. As used in these specifications:
 - (a) "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - (b) "Director" means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority.
 - (c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (d) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000.00 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in a approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical

area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability to employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all on site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization responses.
 - (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
 - (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards

accessible to all employees at each location where construction work is performed.

- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on site supervisory personnel such as Superintendents, Supervisors, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - (h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - (i) Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection procedures.
 - (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - (l) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - (n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor associations, joint contractor union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of

- actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though a Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program.).
 - (a) A Form 257, Monthly Employment Utilization Report, is to be completed by both Contractor and Subcontractors, and signed by the designated EEO Officer or an authorized representative of the prime or subcontractor. The reports are to be submitted by the 5th of each month during the term of the contract. The Contractor shall submit an aggregate Form 257 showing its entire work force, minority work force, and female work force (in work hours), on all construction work (Federal and non-federally assisted) in the covered area. The Contractor shall collect and submit reports for each Subcontractor's aggregate work force, providing the same information as above.
 - (b) The Contractor shall submit a Form PR-1391, Federal-Aid Highway Construction Contractors' Annual EEO Report, to be completed by the Contractor and each Subcontractor for every month of July, during which work was performed and submitted to the State. A separate report is to be completed for each Contractor and subcontractor holding contracts or subcontracts exceeding \$10,000.00, except where specified. The employment data entered should reflect the work force on board during all or any part of

the last payroll period preceding the end of the month of July.

NOTE: Include the R.I. Contract Number in the upper right hand corner of the form.

- (c) The Contractor shall submit a Form EEO-10, Federal-Aid Highway Construction Contractors' Semiannual Training Report, to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontractors under it who have provided training during the reporting period under the training special provision). This report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee, and two (2) copies submitted to the State.

These reports are required by the Public Laws of Rhode Island (1960), Chapters 85, 96, & 88; 23 U.S.C., 140(a); 23 CFR, Part 23; and Executive Order 11246.

Revised: 4/12/2002

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT
[Unsworn Declaration]**

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Director of Public Roads of the contract for this work, that there be filed an unsworn declaration executed by, on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This unsworn statement shall be in the form of a declaration executed under penalty of perjury under the laws of the United States.

To the: **STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF TRANSPORTATION, DIVISION OF PUBLIC WORKS**

State of _____

County of _____

I, _____, under penalty under the laws of the United States, do depose and say:

On behalf of _____, of _____ that said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Rhode Island Contract Number , Federal-Aid Project Number , County of , Town-City , Road-Bridge .



State of Rhode Island Department of Administration
Division of Purchases

REVISED
November 20, 2013

NOTICE TO VENDORS

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.**

The public copy must be submitted in .pdf (portable document file) format on a *read-only* CD-R media disc. The disc must include *all of the documents* submitted in response to the solicitation concatenated or merged into one file. The file must be named in the following manner:

BidNumber_DateofBid_VendorName_VendorID.pdf

The Bidder Certification Cover Form contains all of the information for the file name. The date of bid must appear as mm-dd-yyyy. The vendor name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

Example: 7543210_11-08-2013_OceanStateCompanyInc_9867.pdf

The public copy disc must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information (all available from the Bidder Certification Cover Form): (1) title of solicitation; (2) name of bidder and RIVIP vendor ID number; (3) bid number; and (4) date of bid.

The public copy may redact any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.*

For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11 accessible at www.purchasing.ri.gov



State of Rhode Island
Division of Purchases

Public Works
Bid Preparation Checklist

Date: 8/13/2014

Bid#: 7548935

Title: ON-CALL CAMERA AND VIDE EQUIPMENT/INSTALLATIONS

This checklist is provided to assist the bidder in preparing a bid proposal for submission. It is not a substitute for a thorough review of the Instruction to Bidders nor a comprehensive list of all bid proposal requirements. Each bidder is responsible to review the Instructions to Bidders and to comply with all requirements of the Solicitation.

Bid Proposal Package:

- RIVIP Bidder Certification Cover Form (completed) signed in ink
- Bid Form
 - All applicable blank spaces on the Bid Form have been completed
 - All Addenda have been acknowledged
 - Bid price printed legibly in ink (in both words and figures that match where specified)
 - Erasures or corrections have been initialed by person signing the Bid Form
 - Bid Form is signed in ink
- Bid Surety
 - Bid bond or certified check (for DOT projects, bid bond only)
 - Bid surety is five percent of the bid total (or such other specified amount)
 - Bid Bond is signed by the bidder and surety
 - Power of Attorney is attached to the Bid Bond showing the name of person who signed the surety bond
- Public Copy of bid proposal in pdf format on a read-only CD-R media disk
- General Contractor Apprenticeship Certification Form "2013-14" (for projects \$1,000,000 and greater) required at time of bid proposal submission

Note: General Contractor Apprenticeship Re-Certification and Certification Form "2013-16" and Subcontractor Apprenticeship Certification Form "2013-15" are not required at time of bid proposal submission deadline.

- Applicable professional licenses (as specified in the Solicitation)
- Rhode Island Contractor Registration Board No.
- All bid proposal documents in a sealed envelope with the specific Solicitation #, Solicitation title, and the bid proposal submission deadline marked in the upper left hand corner of the envelope
- Each bid proposal submitted in a separate sealed envelope
- Completed Form W-9
- Other _____

Lisa Hill

401-574-8118

Lisa.hill@purchasing.ri.gov