



REQUEST FOR PROPOSAL (RFP) – BID# 7550143

3 YEAR AUTOMATED PAVEMENT CONDITION DATA COLLECTION
SURVEY

SUBMISSION DEADLINE: Friday, January 15, 2016 at 11:30 AM (ET)

PRE-BID CONFERENCE: NO
 YES _____

Mandatory: NO

YES: Any vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory pre-bid conference. The representative must register at the pre-bid conference and disclose the identity of the vendor whom he/she represents. Because attendance at the pre-bid conference is mandatory, a vendor's failure to attend and register at the pre-bid conference shall result in disqualification of the vendor's bid proposal as non-responsive to the solicitation.

Location:

Buyer Name: LISA HILL
Title: CHIEF BUYER

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

SURETY REQUIRED: NO

BOND REQUIRED: NO

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

NOTE TO VENDORS:

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

THIS IS NOT A BIDDER CERTIFICATION FORM

RHODE ISLAND DEPARTMENT OF TRANSPORTATION
Traffic Research Section

RFP 7550143
3-YEAR AUTOMATED PAVEMENT CONDITION DATA COLLECTION SURVEY

DBE GOAL: NONE

INTRODUCTION

The Rhode Island Department of Administration/Office of Purchases, on behalf of the Rhode Island Department of Transportation (RIDOT) is soliciting proposals from individual vendors (VENDOR) specializing in automated pavement condition data collection and pavement view digital imaging to collect, process, verify, and deliver a complete data set for Rhode Island's pavement management network through a performance based contract. The data collection shall include roughness, rutting, cracking and other distresses as well as other related work using automated data collection vehicles. The pavement management network shall be clearly defined by RIDOT through the use of GIS shapefiles and written descriptions. **There will be NO RIGHT OF WAY IMAGING to be performed under this contract.**

All Respondents are required to demonstrate compatibility with the existing RIDOT Pavement Management System (PMS) as defined in the project Scope of Work defined herein. Offers not meeting this compatibility requirement shall be deemed unacceptable and will not be considered. Monitoring and quality control of the pavement condition data shall be accomplished through the use of control sections selected and validated by RIDOT prior to the start of work. **It is required that once the successful VENDOR begins the RIDOT survey, they shall remain in Rhode Island and that all data collection be completed in a continuous time frame for EACH YEAR of data collection.**

CONTRACT TERM / CONDITIONS: The contract term will be for **THREE (3) YEARS** with data collection services to be performed as follows:

YEAR 1	3,050 LANE MILES (EST.)
YEAR 2	3,700* LANE MILES (EST.) and 450 RAMPS
YEAR 3	3,050 LANE MILES (EST.)

** The extra 650 LANE MILES in YEAR 2 only shall include Federal-Aid eligible NON-NHS municipally maintained roadways in the primary direction only.*

The Project will have two separate completion dates for the separate tasks defined (Mainline roadway collection shall be set at JULY 31st for each contract YEAR and for Ramps in YEAR 2 shall be set at August 31st). **The overall contract completion date for all services defined shall be JULY 31, 2019.**

Upon contract completion, RIDOT may elect to renew services annually for an additional TWO (2) YEARS contingent upon: (1) results and recommendations generated through this contract; (2) the State's satisfaction and acceptance of the selected VENDOR's services and deliverables upon

completion of each anticipated contract year; and 3) availability of funding to continue services. Delivery of goods and services as described herein shall be deemed acceptance of these requirements. Respondents are instructed to submit a **TECHNICAL PROPOSAL** response along with a separate **COST PROPOSAL** both described in detail herein. Upon direction, RIDOT may require an interview from any Respondent to provide further detail on their qualifications and technical approach, and to provide RIDOT staff the opportunity to ask further questions about their qualifications.

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

<http://www.purchasing.ri.gov>

All Respondents are advised to review all sections of this request thoroughly and to follow the instructions carefully. Failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

NOTE: This is a Request for Proposals (RFP), not an Invitation for Bid; responses will be evaluated on the basis of the relative merits of the proposal, in addition to price. There will be no public opening and reading of responses received by the Office of Purchases pursuant to this request; other than to name those firms who have submitted proposals. Technical Proposal and Cost Proposal must be two (2) separate documents.

All Respondents are advised to review all sections of this RFP carefully and to follow instructions carefully; failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

GENERAL INSTRUCTIONS AND NOTIFICATIONS TO RESPONDENTS

- All Respondents **MUST** register online at the Rhode Island Vendor Information Program (RIVIP) Internet website at <http://www.purchasing.ri.gov>
- A fully-completed signed **RIVIP Bidder Certification Cover Sheet** – All **THREE** pages **MUST** accompany **EACH** response submitted. Failure to make a complete submission inclusive of this three-page document may result in disqualification.
- Should there be a need for assistance in registering and/or downloading any document, call (401) 574-8100 and request the RIVIP HELP DESK technical assistance. Office Hours: 8:30 AM – 4:00 PM.
- The State does not require E-VERIFY compliance in any of its purchasing and/or hiring of services; however, Respondents are hereby advised that in line with the Federal Acquisition Regulations any federal contract based on the services requested may require that the State obtain evidence of E-VERIFY compliance from the successful Respondent.
- The Rhode Island Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d - 2000d-4 and 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will

not be discriminated against on the grounds of race, color, sex, national origin, age, or disability in consideration for an award.

- Services provided by the successful VENDOR - and if applicable any sub-contracts generated through this Contract - shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The VENDOR shall carry out applicable requirements of 49 C.F.R. Part 26, Participation of Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, in the award and administration of DOT-assisted contracts. Failure by the VENDOR 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 recipient deems appropriate.
- All costs associated with developing and submitting a proposal in response to this RFP, and to provide oral or written clarification of its content shall be borne by the VENDOR. The State assumes no responsibility for these costs.
- It is intended that an award pursuant to this RFP will be made to a prime VENDOR, who will assume responsibility for all aspects of the work. Joint venture(s) will not be considered, but sub-contract(s) are permitted provided the sub-contractor(s) proposed are clearly identified with the type of work to be performed in response to this RFP.
- All pricing submitted will be considered to be *firm* and *fixed* unless otherwise indicated herein.
- Respondents must possess a working familiarity with the guidelines outlined in the Rhode Island Standard Specifications for Road and Bridge Construction, 2004 Edition, which is currently available on-line @ www.dot.state.ri.us.
- Submissions in response to this solicitation are considered to be irrevocable for a period of not less than one hundred twenty (120) days following the established due date and may not be withdrawn without the express written permission of the State Purchasing Agent.
- Responses misdirected to other State locations or which otherwise are not received by the State Division of Purchases by the established due date for any cause will be determined to be late and will not be considered. The office clock, for the purpose of registering the arrival of a document, is in the reception area of the Department of Administration (DOA), Division of Purchases, One Capitol Hill, Providence, Rhode Island.
- Respondents are advised that all materials submitted to the State for consideration will be considered to be public records as defined in RI Gen Laws 38-2, without exception, and will be released for inspection immediately upon request once an award is made.
- In accordance with RI Gen. Laws 7-1.1-1401, no **foreign corporation** (a corporation established other than in Rhode Island) has the right to transact business in this State until it has procured a Certificate of Authority to do so from the Office of the Secretary of State (401) 222-2357.
- Although not required, **Disadvantaged Business Enterprise (DBE)** participation is encouraged on all RIDOT projects. A list of current Rhode Island State certified DBE firms may be obtained through the State's MBE Office website at www.mbe.ri.gov. Any questions should be directed to:

**Office of Business and Community Resources
Room 110, Two Capitol Hill
Providence, RI 02903
(401) 222-3260**

ADDITIONAL REQUIRED FORMS

Besides the ***RIVIP Bidder Certification Cover Sheet*** -as required at the State level and obtained through the RIVIP website, RIDOT also requires that the following **FIVE (5) FORMS** be completed and included in your submission package in line with federal regulations and departmental policy. These FORMS will be reviewed for completeness and at the point of award will be made part of contract document.

- **DEBARMENT FORM**: Must be completed and signed by an authorized agent of your Agency.
- **LOBBYING FORM**: Enter known project information on PAGE 1 (DESCRIPTION etc.); Agency must complete FORM and submit signed by an authorized agent of your Agency.
- **CONFLICTS DISCLOSURE STATEMENT**: In line with directions stated, completed FORM(s) must be signed and submitted accordingly.
- **W-9 FORM**: Must be completed and signed by authorized agent of your Firm. ***Form may be downloaded at www.purchasing.ri.gov***.
- **CERTIFICATION FOR TITLE VI ASSURANCE**: Shall be fully-completed and submitted accordingly.

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

INSTRUCTIONS FOR RFP SUBMISSION CONTENT AND FORMAT

- **Letter of Transmittal**: A Letter of Transmittal shall accompany each response signed by an owner, officer, or other authorized agent of the firm.
1. **RIVIP Bidder Certification Form**: ALL THREE (3) Pages shall accompany each response submitted. Failure to make a complete submission of this document will result in disqualification. (***SEE GENERAL NOTIFICATIONS***).
 2. **Proposal Format**: **TECHNICAL PROPOSAL** ("Original" plus FIVE (5) COPIES) and a ***separately sealed COST PROPOSAL*** (3 COPIES) are to be submitted ***simultaneously***. ***Technical Proposal*** shall be bound or contained in a single volume. All documentation submitted with the proposal shall be contained in that single volume. Technical Proposal shall be prepared on **8 1/2" x 11"** letter sized white paper printed on both sides sequentially numbered and limited in length to a total of **25 PAGES** – exclusive of exhibits, which shall be tabbed and included in the bound submission. Font size shall be a minimum of **12 POINTS** for all submittals. ALL documentation in excess of 25 PAGE MAXIMUM will

be removed and discarded. Technical Proposal shall contain a Table of Contents that cross-references each requirement with specific pages in the technical submission.

RIDOT recommends that the Technical Proposal submission be submitted not only in hard copy form but also on CD-ROM. Clearly labeled CD ROM should be attached to the inside cover of each TECHNICAL Proposal submission. RIDOT recommends that the electronic version of said Proposals be submitted in Adobe PDF format.

- **RIDOT Scope of Work and Addenda:** Respondents shall include as part of Technical Proposal submission a copy of RIDOT'S original Scope of Work and any supplemental Addenda, as applicable.

TECHNICAL PROPOSAL - ("Original" plus FIVE (5) COPIES- both Hard Copy & CD-ROM)

Respondents are instructed to submit the following documentation sealed and clearly labeled as to *Bid No., Project Description and Content*:

NOTE: The TECHNICAL PROPOSAL submission must NOT contain any references to component or system cost. Inclusion of cost information within the Technical Proposal submission may result in disqualification.

Technical Proposal Submission shall be divided into the following **FOUR (4) SECTIONS** and include at a minimum the information requested below:

SECTION A:	MANAGEMENT PLAN & DEMONSTRATED EXPERIENCE WITH SIMILAR PROJECTS
SECTION B:	TECHNICAL APPROACH
SECTION C:	PROJECT SCHEDULE
SECTION D:	RESPONSIBILITY FOR DAMAGE CLAIMS

SECTION A: MANAGEMENT PLAN & DEMONSTRATED EXPERIENCE WITH SIMILAR PROJECTS

1. Firm Identification and Executive Summary:

- Proof that the company has been in business for a **minimum of FIVE (5) YEARS**
- Type of business entity (i.e., corporation, partnership, sole proprietorship etc.). Include place and date of incorporation.
- If privately owned, name of company (or other business entity) making submittal and name of all persons having an equity or ownership interest in the company or business, regardless of whether such person is involved in the management or operation of the company. Names and titles of corporate officers.

- If publicly owned, name of company (or other business entity) making submittal and names and titles of corporate officers.
- Name, location, and telephone number of the representative to be contacted regarding all matters.

2. Staff Qualifications and Relevant Experience Information:

- **Staff Qualifications:** Key personnel assigned for this project must have a **minimum of FIVE (5) YEARS experience** in the successful collection, verification, editing, delivering, and completion of similar automated pavement condition data collection in other States. **Assignment of key personnel to the project must be maintained for the duration of the project.** Resumes of all key personnel to be assigned to this project must be included in Technical Proposal Submission.

The VENDOR must designate a **Project Manager** with the authority and expertise to assign personnel to specific tasks and to schedule tasking to complete tasks as required. The Project Manager must be flexible in his/her approach to this contract. **The Project Manager must have a minimum FIVE (5) YEARS experience in pavement management and/or pavement data collection.**

In addition, the VENDOR shall supply information pertaining to any **applicable certification(s)** that key personnel possess pertaining to pavement condition data collection.

Management of this contract will be under the RIDOT/Traffic Research Section responsible for approval of all staff assigned to the project. RIDOT must be informed of any changes in personnel at any time during the contract term. RIDOT reserves the right to reject personnel and/or if in the event key personnel are no longer available, RIDOT reserves the right to terminate the contract.

- **Relevant Experience:** To establish direct and relevant experience with automated pavement condition data collection, the VENDOR must demonstrate they have successfully completed similar surveys, utilizing automated data collection technology and survey vehicles, in at least **THREE (3) OTHER STATES.** Required documentation will include the names, addresses, and contact information (Phone & E-mail) for each sample State complete with all pertinent technical information so RIDOT may ask questions relating to performance and quality of data collected. By so listing, specific permission is granted to RIDOT to contact said individuals to verify the satisfactory performances of services provided.
- **Organizational Chart** of the proposed PROJECT TEAM must be included. The VENDOR shall describe how the proposed organizational structure addresses the full scope of this project. The VENDOR must disclose the identity and work arrangements established between the Prime and proposed Sub-Contractor(s), if any, to be assigned to this project. The Technical Proposal shall demonstrate the experience of the TEAM, individually and collectively, in conducting similar surveys. If compliance is based on the activities of sub-contractors, submit the names of those firms or individuals and the proposed extent of their responsibilities on this project. **No change in the named subcontractor(s) will be permitted unless otherwise authorized in writing by the RIDOT Project Manager.**

3. Management Plan

- Describe the general plan for meeting the **management requirements** of the project. Include a description of the proposed methods for planning, organizing, scheduling, controlling and coordinating the total data collection and testing effort.
- List **labor, equipment, resources, and materials** available to the company to ensure timely completion of the project.
- Provide a **photograph and/or a video** of the test vehicle(s) to be used on the project as well as equipment specifications for the vehicles.
- Describe a **back-up plan** to maintain the project schedule in the event of vehicle break down.
- Identify the **senior level staff members** and what their respective responsibilities will be on the project.
- Management Plan must demonstrate to RIDOT that the Project Team has sufficient competent personnel and a satisfactory plan for carrying out the total data collection effort in an **efficient and timely manner**.

SECTION B: TECHNICAL APPROACH

- **Approach/ Methodology:** The VENDOR must demonstrate their understanding of the intent and scope of this project. The VENDOR must also demonstrate a thorough understanding of the technical requirements and the specific data items required for the pavement condition data collection. The proposed **methodology** for collecting the pavement condition data must be detailed in this section.

RIDOT will take into consideration proposals demonstrating an innovative technical approach with respect to the operational objectives of the pavement management system and/or the GIS interface. However, proposals that depart from or materially alter the terms, requirements or Scope of Work as defined by this RFP will be rejected and considered non-responsive.

- **Data Integration:** VENDOR must describe in detail how they propose to **integrate all the data collected** (pavement and video image) with both the current RIDOT pavement management system and all current RIDOT geographic information system (GIS) interfaces.

SECTION C: PROJECT SCHEDULE

- **Critical Path/Milestones:** The VENDOR must submit a **proposed project schedule** detailing all aspects of the project from “start up” to “final delivery” of all required data items. The schedule shall detail the sequence of project tasks including a critical path with project milestones and proposed task completion dates. A statement regarding the PROJECT TEAM’S

approach to meeting the RIDOT schedule is required. Alternate schedules, which conform to the acceptance requirements, will be evaluated if proposed.

- **Data Requirements/Delivery Deadlines:** RIDOT requires that the VENDOR will be able to collect, process, edit, validate, and deliver the complete pavement data set by **JULY 31st** of each year of data collection (YEARS 1, 2 &3). RIDOT requires that the VENDOR deliver the complete ramp data set by **AUGUST 31st** of YEAR 2 of data collection.
- **Timeline:** The VENDOR will begin working within **ONE (1) MONTH** after the contract is awarded. Within **ONE (1) WEEK** after the date the contract is awarded, the VENDOR will submit a detailed project schedule, including a completion date of scheduled data collection, to RIDOT for approval.

PLEASE NOTE: For the purposes of this project, there is NO WINTER SHUTDOWN; further liquidated damages will be assessed during this time if necessary.

- **Continuity of Services:** RIDOT requires that the selected VENDOR remain working on this project *continuously* until each YEAR'S scheduled work is completed once it is started. Except for mechanical or equipment failure, the selected VENDOR'S equipment and personnel must remain in Rhode Island until each YEAR'S scheduled data collection is successfully completed and accepted by the RIDOT Project Manager.
- **Vehicle Failure:** The VENDOR must describe in the Technical Proposal how the project will be continued on schedule in the event of vehicle break down. **The VENDOR must provide in the Proposal the NUMBER of vehicles available in its fleet similar to the vehicle used to complete this project.**
- **Liquidated Damages:** Liquidated Damages shall be assessed in accordance with **Section 108.08 - Failure to Complete on Time** of the *Rhode Island Standard Specifications for Road and Bridge Construction*, 2004 Edition. For all **mainline roadway** pavement data collection, the deadline is **JULY 31st** applicable to each contract YEAR. For all **ramp** pavement data collection, the deadline is **AUGUST 31st** applicable to YEAR 2 only of the Contract. Liquidated damages for ramp data will be applied *separately* from liquidated damages for mainline roadway pavement data. Please note that for the purposes of this project liquidated damages will be assessed during the winter shutdown period.

SECTION D: RESPONSIBILITY FOR DAMAGE CLAIMS

Respondents to this RFP shall include in their TECHNICAL PROPOSAL written acknowledgement of the following requirements and provide specific **insurance** disclosures as detailed below:

- **Indemnification:** By participating in this RFP the VENDOR agrees to defend, indemnify and hold harmless the State of Rhode Island, the RIDOT, their officers and employees, from any and all suits, actions, claims, losses, expenses, damages and any and all other liabilities of any character resulting in any injuries or damage to any person, entities, or property arising out of (or which may be claimed to arise out of) any act and/or omission of the TEAM in performance of work covered by the Contract, and/or in consequence of any neglect in safeguarding the

work; and/or through use of unacceptable materials or equipment in conducting the work; and /or because of any neglect, or misconduct of the TEAM; and/or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; and/or from any claims or amounts arising out of or recovered under the Workers' Compensation Act, or any other law, ordinance, order, or decree. The State of Rhode Island may retain for its exclusive use, without recourse by the Team or anyone claiming under the Team, any and all amounts due the TEAM as provided under the Contract Documents to assure the TEAM'S compliance with this Section. The VENDOR shall provide written confirmation satisfactory to RIDOT that all such actions have been properly addressed prior to final payment in accordance with **SECTION 5- PAYMENT TERMS** as cited in the Scope of Work. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of Rhode Island, which immunity is hereby reserved by the State of Rhode Island.

- **Insurance:** To be considered responsive each Respondent **must fully disclose in the Technical Proposal** their insurance source(s), - i.e., both the identification of the insurance broker and source insurance company, -as applicable, and coverage limit(s) for each of the required insurance coverages listed below. All sources of insurance must be licensed to do business in the State of Rhode Island.

At the point of award, the selected VENDOR will be required to provide certificates of insurance (FORM ACORD 25) to document the following policies in force for the life of this contract adding a statement that declares the State of Rhode Island and the RIDOT as "**Additionally Insured**". The effective date(s) must precede the date of award and coverage shall remain in effect throughout the completion of the project.

Comprehensive General Liability Insurance: Technical Proposal: To be considered responsive each prospective VENDOR, if applicable, **must disclose in the Technical Proposal** any insurance deductibles and/or self-insured retainage in excess of \$10,000.

› General Aggregate	\$2,000,000
› Products Completed	\$2,000,000
› Personal Injury and Advertising	\$1,000,000
› Each Occurrence	\$1,000,000

Automobile Liability Insurance

- Combined single Limit \$1,000,000 - Each Occurrence
- Including Non-owned and/or hired vehicles and equipment

Workers' Compensation Insurance

- Coverage B \$100,000

COST PROPOSAL (THREE (3) COPIES) - Hard Copy only)

The **COST PROPOSAL** (SEE FORMAT ATTACHED) must be *separately sealed* and *submitted simultaneously* along with the TECHNICAL PROPOSAL. The **COST PROPOSAL** shall be a single proposal consisting of the following elements as detailed below for each Contract YEAR:

1. <u>LUMP SUM COST</u> for scheduled data collection broken down as follows:	
• <u>LS PAVEMENT DATA COLLECTION - YEAR 1</u>	3,050 Lane Miles (EST.)
• <u>LS PAVEMENT DATA COLLECTION - YEAR 2</u>	3,700 Lane Miles (EST.) 450 Ramps (EST.)
• <u>LS PAVEMENT DATA COLLECTION - YEAR 3</u>	3,050 Lane Miles (EST.)
2. <u>PER UNIT COSTS</u> for scheduled data collection broken down as follows:	
a. Unit Cost <u>PER LANE MILE</u> To Collect Pavement Data	
b. Unit Cost <u>PER RAMP</u> to Collect Pavement Data	

Lump Sum Cost to Complete the Project

The Respondent shall submit a total Lump Sum project cost itemized for EACH YEAR of the 3-YEAR contract term that reflects the complete proposed data collection and delivery effort as described in the Technical Proposal using the format provided. This cost shall be all-inclusive with no extra, optional or hidden costs.

Respondents are required to fully disclose all itemized costs as part of the Lump Sum submittal. Respondents must include on a separate sheet additional documentation itemizing Labor, Materials, Equipment, Travel and all other applicable costs used to calculate LUMP SUM TOTAL and to document any ASSUMPTIONS relative to PRICING or UNIT COSTS.

The Lump Sum cost is what RIDOT expects to pay for this project. The VENDOR is also required to submit **UNIT COSTS** as described below. Any adjustment to the Lump Sum total cost of this Contract will occur only if verified by RIDOT that the actual productive data collection quantity driven by the VENDOR either exceeds or falls below RIDOT'S estimated mileage for the pavement data collection. However, in no case shall payment for the adjusted mileage either **exceed FIFTEEN PERCENT (15 %)** or be **credited in excess of FIVE PERCENT (5%)** of the total estimated mileage or number of ramps for pavement data collection (3,050 lane miles in YEARS 1 and 3; and 3,700 lane miles and 450 Ramps in YEAR 2). Any monetary adjustment will be invoiced (or credited) to RIDOT in the 30% PAYMENT submission to be paid to the VENDOR upon final data delivery and final acceptance by RIDOT. (**SCOPE OF WORK- Section 5 – Payment Terms**).

- **Unit Cost PER LANE MILE To Collect "Pavement Data"**

The prospective VENDOR shall submit a unit cost PER LANE MILE to collect all pavement condition related data, which includes, but is not limited to all distress types as outlined in the Scope of Work. This cost shall include all items of work as detailed in the Technical Proposal and figured into the Lump Sum Pavement Data Collection cost. **RIDOT reserves the right to increase or decrease the total pavement condition data mileage driven during the life of the contract. If RIDOT adds any mileage over the life of the contract; mileage adjustment shall be billed by VENDOR at unit cost PER LANE MILE.**

- **Unit Cost PER RAMP To Collect "Pavement Data"**

The prospective VENDOR shall submit a unit cost PER RAMP to collect all pavement condition related data, which includes, but is not limited to all distress types as outlined in the Scope of Work. This cost shall include all items of work as detailed in the Technical Proposal and figured into the Lump Sum Pavement Data Collection cost. **RIDOT reserves the right to increase or decrease the number of RAMPS for the Pavement Data collection network during the life of the contract; additional number of RAMPS shall be billed by VENDOR at unit cost PER RAMP.**

ON-LINE QUESTIONS

Any pertinent questions subsequent to this solicitation may be posted at the RIDOT'S "Bidding Opportunities" web page accessible at: <http://www.dot.ri.gov/contracting/bids> and follow the link to "?" to submit questions for this solicitation. Responses to questions submitted for the subject project will also be posted under the same questions menu. The Q & A Forum will disable 7 FULL CALENDAR DAYS prior to the due date for this project. Therefore, questions will not be accepted **after NOON on JANUARY 7, 2016.** Upon the close of questions, all questions received and responses posted by RIDOT will be subsequently posted as a formal ADDENDUM on the RIVIP Website and therefore incorporated as part of this RFP.

SUBMISSION REQUIREMENTS & DUE DATE

TECHNICAL Proposal ("Original" plus FIVE (5) COPIES) and a *separately sealed* COST Proposal ("original" plus THREE (3) COPIES) are to be submitted simultaneously. RIDOT requires that the Technical Proposal submission be submitted not only in hard copy form but also on CD-ROM. Clearly labeled CD ROMS should be attached to the inside cover of each TECHNICAL Proposal submission. RIDOT requires that the electronic version of said Proposals be submitted in Adobe PDF format

Requested documentation is to be either mailed or hand delivered in a sealed envelope marked: "RFP# 7550143 - 3-YEAR Automated Pavement Condition Data Collection Survey" by **JANUARY 15, 2016 no later than 11:30 A.M. to:**

COURIER OR MAIL:

RI Department of Administration
Division of Purchases (2nd fl)
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above referenced due date and time will not be considered. (SEE GENERAL NOTIFICATIONS)

EVALUATION AND SELECTION

The State will establish a Technical Evaluation Committee that will evaluate and score proposals received utilizing the following criteria:

SELECTION CRITERIA:		
1.	<p>MANAGEMENT PLAN & DEMONSTRATED EXPERIENCE WITH SIMILAR PROJECTS</p> <ul style="list-style-type: none"> • Has VENDOR been in business a minimum of 5 YEARS? • Were resumes provided for KEY PERSONNEL to be assigned and does each person have a minimum 5 YEARS project experience? Project Manager's experience?? • Were any applicable certifications provided? • Were previous data collection projects from THREE (3) States submitted for review? Was contact information provided to validate VENDOR's performance, scheduling and quality of data collection?? • Was an Organizational Chart provided? If applicable, were subcontractors disclosed and work arrangements discussed? • Did the management plan proposed properly detail VENDOR's project methodology and coordination of collection and testing efforts? • Were all equipment, resources and materials listed? Was a photo and/or video of the Test Vehicles provided along with the vehicle specifications?? • Was a Contingency Plan provided to maintain the project schedule in case of vehicle failure? 	0 - 20 POINTS
2.	<p>TECHNICAL APPROACH</p> <ul style="list-style-type: none"> • Did the technical approach demonstrate the VENDOR's understanding of the intent and scope of the Project? • Were any innovative technical approaches presented with respect to operational objectives of the PMS and/or the GIS Interface? • Did the VENDOR describe how they propose to integrate all data collected with the current PMS and all current GIS interfaces? • Did the VENDOR demonstrate compatibility with the existing RIDOT computer set-up and Pavement Management System? (i.e. "dTIMS CT" by Deighton Associates, Limited- SEE SCOPE) 	0 - 20 POINTS
3.	<p>PROJECT SCHEDULE</p> <ul style="list-style-type: none"> • Was a proposed Project Schedule provided detailing all project items through project delivery? Did schedule include a critical path with project milestones and completion dates cited?? • Did the VENDOR affirm that they will meet the scheduled milestones and completion deadlines? • Did the VENDOR affirm the scheduled completion dates including collection, processing, editing, validation and delivery of all data sets for mainline roadway (JULY 31st) and ramps (AUGUST 31st)? • Did the VENDOR affirm that work must begin on-site within ONE MONTH after contract award and that the VENDOR must remain on-site continuously until each YEAR's data collection is completed and accepted by RIDOT PM? 	0 - 20 POINTS
4.	<p>RESPONSIBILITY FOR DAMAGE CLAIMS</p> <ul style="list-style-type: none"> • Was written acknowledgement of the cited project requirements provided? • Were the specified insurance disclosures provided? 	<p>0 - 10 POINTS</p> <p>70.0 TECHNICAL MAX</p>
<p>Technical Proposals receiving scores of <u>less than 55 POINTS</u> out of the 70 eligible TECHNICAL POINTS will NOT be scored for COST and will be disqualified from further consideration.</p>		
5.	<p>COST PROPOSAL (Evaluated Separately)</p>	<p>0-30 POINTS</p> <p>30.0 COST MAX</p>
MAXIMUM TOTAL SCORE		100 POINTS

NOTE: There will be **NO SYSTEM DEMONSTRATION** requirement as part of the selection process for this project. Please ensure that all vehicle, equipment and materials information is well documented in the TECHNICAL PROPOSAL submission.

TECHNICAL and **COST** Proposals will be evaluated separately. **COST** Proposals will remain sealed until such time as technical scoring has been completed.

At any point during the evaluation process, RIDOT may, at its discretion, contact candidate VENDOR(S) to be called for formal interviews. The VENDOR shall be responsible for all costs associated with the preparation, submission, travel, and execution of the work necessary to provide the interview if it is requested. The VENDOR shall supply all equipment that is needed for the interview. RIDOT shall provide a conference room for meetings between the State and requested VENDOR.

Once the qualifying VENDORS have been determined, the Review Committee will then evaluate qualifying VENDORS' **COST** Proposals and the results will be integrated with the Technical review. This will result in a final ranking and recommended selection.

Once a **Final Selection recommendation** has been determined, the **selected VENDOR** will be required to submit the following documentation for review and acceptance **prior to contract award**:

- **Commitment to Affirmative Action**: Respondents must provide a copy of their firm's current Affirmative Action Plan to the State EEO Office for compliance review and approval.
- **Financial Status**: In line with RIDOT TAC-0255, "*Financial Statements for Professional Services Contracts*", the selected Consultant will be required to submit a **Financial Review Report** to RIDOT for review. All financial documentation submitted will be kept confidential and on permanent file in the Contract Administration Office.

The Final Selection Recommendation will then be reviewed and accepted by RIDOT'S Advisory Consultant Selection Panel. With the support of the DOT Director, the ranked findings and selection recommendation will then be submitted to the State Purchasing Agent for final approval and contract execution. Upon completion of formal award process, RIDOT will issue a formal Notice to Proceed to the successful VENDOR.

Notwithstanding the above, the State reserves the right to accept or reject any or all options, bids, proposals, to award on the basis of cost alone, and to act in its best interest.

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

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

RIDOT retains the right to audit all costs charged under this Agreement during the review and selection process in addition to the initial and any extended contract term. All supporting documents for costs charged under this Agreement are to be retained THREE (3) years after final payment or until three (3) years after settlement of any disputes or litigation associated with the Contract.

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

SCOPE OF WORK FOR

3-YEAR AUTOMATED PAVEMENT CONDITION DATA COLLECTION SURVEY

Section 1 – PROJECT DESCRIPTION

The Rhode Island Department of Transportation (RIDOT) is soliciting proposals from individual VENDORS or VENDOR teams specializing in automated pavement condition data collection and pavement view digital imaging to collect, process, verify, and deliver a complete data set for Rhode Island’s pavement management network through a performance based contract.

The pavement data collection shall include, but is not limited to roughness, rutting, cracking, patching, and other distresses as well as other related work using automated data collection vehicles. The pavement management network shall be clearly defined by the RIDOT through the use of GIS shapefiles and written descriptions.

All Respondents are required to demonstrate compatibility with the existing RIDOT pavement management system (PMS). Offers not meeting this compatibility requirement shall be deemed unacceptable and shall not be given further consideration. It is required that once the VENDOR begins the RIDOT survey, all data collection shall be completed in a continuous time frame.

The pavement condition data and pavement images shall *meet or exceed* the minimum requirements set forth in these specifications. RIDOT will take into consideration proposals demonstrating an innovative technical approach with respect to the operational objectives of the pavement management system and/or the GIS interface. However, proposals that depart from or materially alter the terms, requirements or Scope of Work as defined by this RFP will be rejected and considered non-responsive.

Section 2 - CONTRACT TERM/CONDITIONS

The contract term will be for **THREE (3) YEARS** with data collection services to be performed as follows:

YEAR 1	3,050 LANE MILES (EST.)
YEAR 2	3,700* LANE MILES (EST.) and 450 RAMPS
YEAR 3	3,050 LANE MILES (EST.)

** The extra 650 LANE MILES in YEAR 2 only shall include Federal-Aid eligible NON-NHS municipally maintained roadways in the primary direction only.*

Upon contract completion, RIDOT may elect to renew services annually for an additional TWO (2) YEARS contingent upon: (1) results and recommendations generated through this contract; (2) the State’s satisfaction and acceptance of the selected VENDOR’s services and deliverables upon completion of each anticipated contract year; and 3) availability of funding to continue services. Delivery of goods and services as described herein shall be deemed acceptance of these requirements.

Section 3 – CONTRACT REQUIREMENTS

General Requirements:

1. All pavement data collected by the VENDOR shall be compatible with RIDOT's existing pavement management system (PMS) and the existing computer system. RIDOT's existing PMS consists of the database and analysis software "dTIMS CT" provided by Deighton Associates, Limited. Details regarding the "dTIMS CT" software can be reviewed by accessing the **Deighton website** at <http://www.deighton.com>. The pavement data shall be submitted to RIDOT in Microsoft Access 2013 files. Details on the format of the Microsoft Access files will be discussed in the start-up meeting with RIDOT. RIDOT's existing computer setup consists of 64 bit computers and laptops connected to a network server with Microsoft Windows 7 and Microsoft Office 2013 technology.
2. The VENDOR shall pay for shipping charges to deliver all equipment, software, and data to RIDOT. The VENDOR shall also pay for all shipping costs incurred as a result of errors in the information provided to RIDOT. The VENDOR shall pay all shipping costs associated with this project until all data is finalized, accepted by RIDOT and final payment is made.

Automated Pavement Data Collection Measurement Requirements:

1. Automated, continuous and objective measurements of distance, rut depth (left and right wheel paths), and roughness (left and right wheel paths) shall be collected and recorded by automated vehicle-mounted data collection equipment capable of operating at normal, variable highway speeds. Operation of the data acquisition vehicle shall minimize undue delay or risk to the traveling public and shall not require additional traffic control or lane closures. The data shall be collected in a single pass of the vehicle and stored in an onboard computer for direct transfer to RIDOT electronically in a format acceptable to the current RIDOT PMS. All equipment used for data collection shall provide a high degree of repeatability. Documentation of the accuracy and repeatability is required to be submitted as part of the technical proposal.
2. The VENDOR will be required to collect automated data on the following distresses: longitudinal cracking, both wheel path and non-wheel path (length of cracking), transverse cracking (number of cracks greater than 1 (one) foot in length and length of cracks that are longer than 6 (six) feet in length), alligator cracking (area of cracking), block cracking (area of cracking), rutting (depth of ruts in both wheel paths), roughness in both wheel paths, and patching (length of pavement affected by patches and potholes). The VENDOR will also be required to collect data on the following distresses: edge cracking (length of pavement affected by edge cracking), and bleeding (length of pavement affected by bleeding). The distress data shall be classified into low, medium, and high severity levels if applicable as defined by RIDOT.
3. Rut depth and transverse profile data shall be collected for a full 12-foot lane width, unless otherwise directed by RIDOT.
4. Roughness data shall be collected in terms of International Roughness Index (IRI). Roughness data shall also meet or exceed the Federal Highway Administration's (FHWA) Highway Performance Monitoring System (HPMS) requirements. The VENDOR shall provide roughness data as the IRI summarized by 0.1 mile segments like all other pavement condition information (see Item 5), and the VENDOR shall provide roughness information as a raw profile that shall be compatible to the

ProVAL software. The VENDOR shall also document in their technical proposal how they maximize the level of accuracy of IRI measurements in a stop and go travel environment.

5. All collected data shall be referenced to routes and mile points in units acceptable to RIDOT. The data shall be summarized at 0.1 mile intervals. The data files to be provided to RIDOT by the VENDOR shall be in a format completely compatible with the current RIDOT PMS data structure and system architecture as provided by Deighton Associates, LTD.
6. The collection of pavement images is required. A pavement image is an image taken with the camera facing perpendicular to the pavement surface. The VENDOR shall document in their technical proposal the following:
 - a. Their capabilities pertaining to the methods of presentation of pavement imagery.
 - b. The tools available for the viewer of the pavement images to measure distresses on those images.

The images must be submitted on a medium that allows for viewing RIDOT'S existing computer setup. RIDOT's existing computer setup is described under General Requirements, Item 1. The resolution of pavement images shall be such that cracks 3 mm in width are visible. The pavement images shall be available to RIDOT in order for RIDOT to conduct QA on the data.

7. All pavement related data, including any pavement images, shall be collected on all lanes on the National Highway System (NHS), only from the outside travel lanes in both directions on all other state maintained roadways or numbered roadways, and from the outside travel lane in the northbound or eastbound direction only for Federal aid eligible, non NHS, municipally maintained roadways. The RIDOT shall provide the VENDOR with maps defining the NHS. The approximate mileage to be collected is 3,050 lane miles in YEARS 1 and 3; and 3,700 lane miles and 450 Ramps in YEAR 2.

Quality Assurance:

1. RIDOT shall select **THREE (3)** random control sections of roadway throughout the State. The VENDOR shall drive and collect data on these sections of the network prior to starting the remaining data collection. The schedule for all initial runs, including re-runs, of control sections shall be determined prior to data collection work beginning. Once all control sections have been successfully completed by the VENDOR and accepted as accurate by the RIDOT, the VENDOR may begin the formal survey. All data collected on control sections shall be provided to RIDOT within **ONE (1)** business day to verify the accuracy and repeatability of the data collected.
2. If the data on the control sections is determined to be beyond 30% above or below distress values determined by RIDOT, the VENDOR shall make any necessary adjustments to the post processing of the control section data to ensure that the data is of acceptable quality or make the necessary adjustments to the equipment to ensure that the data is of acceptable quality. The VENDOR shall then re-run all test sections.
3. The VENDOR shall run **1 (one)** control section of its choice for every **500 (five hundred)** lane miles collected. If the VENDOR has provided subsequent control section data that is beyond 30% above or below distress values determined by RIDOT, the VENDOR shall make any necessary adjustments

to the post processing of the control section data to ensure that the data is of acceptable quality or make the equipment adjustments required to ensure that the data is of acceptable quality. The VENDOR shall continue re-running the control section and making necessary post processing or equipment adjustments until acceptable test section results are provided to RIDOT. The submitted data will not be accepted unless a control section has been tested every 500 (five hundred) lane miles collected.

4. The data on the control sections shall be updated annually by RIDOT. The successful VENDOR shall drive and collect data on these sections in the manner previously described for each year of data collection. The same provisions described above will apply for each year of data collection on the control sections.
5. The VENDOR shall submit their post processed data and corresponding pavement images weekly beginning at the end of the third week of field data collection. The RIDOT will select samples from this data to perform QA.
6. The RIDOT shall select two (2) blind sites (locations that have been field reviewed by the RIDOT and are unannounced to the VENDOR) each 0.1 mile long. The data from these sites will be reviewed when the VENDOR submits data for them to ensure that the distress data falls within the required tolerance. If the data falls outside of the required tolerance for the first blind site, the VENDOR shall make any necessary adjustments to the post processing of all previously collected data to ensure that the data is of acceptable quality. If this fails to provide data of acceptable quality, then the VENDOR shall make appropriate equipment adjustments then re drive everything that has been collected prior to driving the route that the blind site is located at the VENDOR's expense (at no additional cost to the RIDOT). If the data falls outside of the required tolerance for the second blind site, the VENDOR shall make any necessary adjustments to the post processing of all data collected data since the submission of the route that the first blind site is located to ensure that the data is of acceptable quality. If this fails to provide data of acceptable quality, then the VENDOR shall make appropriate equipment adjustments then re drive everything that has been collected between the route that the first blind site is located and the route the second blind site is located at the VENDOR's expense.
7. The VENDOR shall certify and provide evidence and documentation of the calibration of all survey vehicles used for this project prior to commencement of work in Rhode Island.
8. The distance-measuring instrument (DMI) shall have an accuracy of 0.001 mile.

Special Requirements for Traffic Maintenance and Protection:

1. The VENDOR shall submit maintenance and protection of traffic plans for all work required on the roadways to RIDOT for approval. The plan shall show safety features of the survey vehicle as well as details for any work zone setups in the event the vehicle or survey crews will be stationary in the roadway.

Miscellaneous:

1. The VENDOR shall schedule a startup meeting with RIDOT. The VENDOR will be presented with the RIDOT Quality Management Plan at this meeting, which documents the RIDOT procedures

pertaining to pavement distress rating protocols as well as policies related to Quality Assurance. If it is determined through the QA reviews that the VENDOR misunderstands the RIDOT distress rating protocols, then a computer meeting shall be held between the RIDOT and the VENDOR to clarify the protocols, and the VENDOR shall correct all previously post processed data using the proper protocols. Also, the vendor will also have the opportunity to ask any questions pertaining to routing or other project logistics during this meeting.

2. The VENDOR shall submit a work schedule that includes how many miles of road will be surveyed PER DAY and a projected completion date. The VENDOR is required to survey the NHS routes prior to surveying the remaining roads in the project. This list of NHS routes shall be provided by RIDOT through the use of maps when the VENDOR arrives in Rhode Island to begin data collection.
3. RIDOT staff will be available for field assistance on a limited basis only. RIDOT staff will not be available to travel with the survey crews on a daily basis during the fieldwork. In the event that a RIDOT staff member is required in the field, the VENDOR shall provide a safe/comfortable seat for the RIDOT staff member in the survey vehicle.
4. The VENDOR'S work crews are required to report to RIDOT staff at least once per week to update RIDOT as to the progress of the data collection effort, discuss any problems, completed survey areas and work remaining.
5. Any route for which data and / or video imaging is incomplete or contains errors shall be corrected by the VENDOR. It may be necessary, at the discretion of the RIDOT Engineer, to re-run erroneous sections. Such corrections or re-runs shall be made at the expense of the VENDOR.
6. RIDOT requires that each route be surveyed continuously and in its entirety from starting point to ending point. If there is data missing from a route or any portions of a route the VENDOR shall re-survey the entire route again to collect the missing data and/or images at no expense to the State of Rhode Island.
7. The VENDOR shall delete any duplicate files prior to the final data submission to RIDOT.
8. All roadway pavement data collection- except for ramps- shall be collected, analyzed, summarized, processed and delivered to RIDOT in its final format by JULY 31st of EACH CONTRACT YEAR. All data on "ramps" shall be collected, analyzed, summarized, processed and delivered to RIDOT in its final format by AUGUST 31st for CONTRACT YEAR 2 only.
9. The VENDOR shall begin working within **ONE (1) MONTH** after the contract is awarded. Within **ONE (1) WEEK** after the date the contract is awarded, the VENDOR shall submit a detailed work schedule, including a completion date, to RIDOT for approval.
10. In order to ensure timely completion of this project, **Section 108.08 – Failure to Complete on Time** of the Rhode Island Standard Specifications for Road and Bridge Construction, 2004 Edition will apply until the job is completed and final data is received and accepted by RIDOT. Liquidated damages for ramp data will be applied *separately* from liquidated damages for mainline roadway pavement data. Please note that for the purposes of this project liquidated damages WILL be assessed during the winter shutdown period.

11. Any deviations from or exceptions to these specifications shall be reported to RIDOT in writing as part of the Technical Proposal. RIDOT reserves the right to reject any proposal not meeting these specifications.

SECTION 4 – FINAL DATA ACCEPTANCE PROCEDURE

General Requirements:

1. RIDOT staff will accept all data when complete data delivery has been received by the RIDOT, all provisions of SECTION 2 – CONTRACT REQUIREMENTS – **Quality Assurance** have been satisfied, and the RIDOT has determined that there are no missing routes or segments and that all routes have been run on the correct route.
2. All items furnished by the VENDOR shall be subjected to monitoring and testing to determine conformance with the RIDOT RFP and Specifications as set forth in this document.
3. RIDOT shall provide written notification to the VENDOR of the acceptance of all deliverables.

SECTION 5 - PAYMENT TERMS

The resultant contract will be a performance-based contract. Liquidated Damages may be assessed for each year of survey in accordance with **Section 108.08 - Failure to Complete on Time** of the Rhode Island Standard Specifications for Road and Bridge Construction, 2004 Edition starting on JULY 31st for each CONTRACT YEAR (and on AUGUST 31st for RAMPS in YEAR 2). Please note that for the purposes of this project liquidated damages will be assessed during the winter shutdown period. Payment shall be based on the unit price per mile of pavement condition data collection times the total number of lane miles. Payments will be made according to the following schedule:

10%	<i>Upon Commencement of Work in Rhode Island</i> <ul style="list-style-type: none"> • This shall be defined as the date work commences in Rhode Island with productive lane miles.
10%	<i>Upon Receipt of the First Weekly Submission of Pavement Data</i> <ul style="list-style-type: none"> • This shall be defined as the date of the first weekly submission of pavement condition data to the RIDOT.
30%	<i>Upon Completion of Field Data Collection</i> <ul style="list-style-type: none"> • This shall be defined as the date of the final day of data collection in Rhode Island with productive lane miles including ramps.
20% -	<i>Upon Initial Data Delivery</i> <ul style="list-style-type: none"> • This shall be defined as the date when all required deliverables including ramps have been submitted to the State of Rhode Island, but not yet reviewed by the State of Rhode Island.
30%	<i>Upon Final Data Delivery and Final Acceptance by RIDOT</i> <ul style="list-style-type: none"> • This shall be defined as the date when RIDOT provides written documentation of final acceptance of all work and data provided by the VENDOR. RIDOT shall provide written notification of acceptance or rejection of all deliverables.

**RFP# 7550143 - 3-YEAR AUTOMATED PAVEMENT CONDITION DATA COLLECTION SURVEY
ITEMIZED COST PROPOSAL**

VENDOR NAME/CONTACT PERSON
Street Address/PO Box
City/State/Zip
(Area Code) Phone #

INSTRUCTIONS: Vendors must complete all entries and fully disclose on a separate sheet additional documentation itemizing Labor, Materials Equipment, Travel and all other applicable costs used to calculate ANNUAL LUMP SUM TOTAL and to document any ASSUMPTIONS relative to PRICING or UNIT COSTS. Failure to complete information requested may result in disqualification of Cost Proposal.

<u>LS PAVEMENT DATA COLLECTION:</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>GRAND TOTAL CONTRACT</u>
<ul style="list-style-type: none"> LS LANE (ROADWAY) MILES LS RAMPS 	\$ _____ \$ _____	\$ _____ \$ _____	\$ _____	\$ _____ _____ _____
TOTAL ANNUAL COST	\$ _____ + _____	\$ _____ + _____	\$ _____ = _____	
<u>PER UNIT COSTS for scheduled annual data collection</u> a. Unit Cost PER LANE MILE: b. Unit Cost PER RAMP:	\$ _____	\$ _____ \$ _____	\$ _____	

CONSULTANTS

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

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

INSTRUCTIONS FOR CERTIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a 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.

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

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

Signature of Authorized Agent

Date

Certification for Federal-Aid Construction/Consultant Contracts

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Report Entity:</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known:</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity:</p> <p>(if individual, last name, first name, mi): _____</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a)</p> <p>(last name, first name, mi): _____</p>	
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p> 		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. this disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>	
<p>For Federal use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL-A</p>	

DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

CONFLICTS DISCLOSURE POLICY

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

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

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.