State of Rhode Island

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

REQUEST FOR PROPOSAL (RFP) – BID# 7550576

NARRAGANSETT BAY PASSENGER FERRY SHUTTLE SERVICE

SUBMISSION DEADLINE: Tuesday, May 10, 2016 at 1:00 PM (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.

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

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

SURETY REQUIRED: **NO**

BOND REQUIRED: **NO**

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

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

THIS IS NOT A BIDDER CERTIFICATION FORM

REQUEST FOR PROPOSALS
RI DEPARTMENT OF TRANSPORTATION

RFP 7550576
NARRAGANSETT BAY PASSENGER FERRY SHUTTLE SERVICE
Providence to Newport, RI

I. INTRODUCTION

The State of Rhode Island and Providence Plantations, the "Ocean State", has over 400 miles of coastline, including navigable bays, harbors, and waterways. The use of the waterways as right-of-ways for transportation reached a peak in the latter days of the 19th century, and early days of the 20th century. Ferries connected east-west shores of Narragansett Bay, the mainland and the islands, and carried goods and passengers on the Long Island Sound routes to New York on a daily schedule.

Rhode Island ferry service today provides transportation between Galilee and Block Island, Bristol and Prudence Island, Quonset Point and Martha's Vineyard, MA, and between Newport, Jamestown, and Block Island. Historically, there was service between Providence and Newport which is not in place today.

Per issuance of this RFP, the State of Rhode Island's Department of Administration's Division of Purchases on behalf of the Rhode Island Department of Transportation (RIDOT) is soliciting bids from qualified ferry service operators or transit service providers (OPERATOR) to re-establish seasonal water transportation services between the Cities of Providence and Newport. The selected OPERATOR would be required to provide daily ferry shuttle service, ticketing and fare collections, security and emergency response, ferry maintenance and repair, vending and concessions, customer support along with ferry marketing initially for the **2016 ferry season beginning JULY 1, 2016 and operating through Labor Day SEPTEMBER 5, 2016.** This contract will include a renewal option to renew annually for TWO (2) additional 6-MONTH periods (weather permitting- maximum April 1 to October 30) applicable to future ferry seasons 2017 and 2018.

The successful OPERATOR will be subject to RIDOT authorization with regard to ferry operations throughout this contract but all revenue generated as a result of these operations will be the sole property of the OPERATOR.

Additionally, the Rhode Island Division of Public Utilities and Carriers and the Public Utilities Commission hold jurisdiction over intrastate water carriers of passengers and vehicles operating between termini within the State of Rhode Island. The successful OPERATOR will need to obtain a Certificate of Public Convenience and Necessity (hereafter a "CPCN") for intrastate water carriers in order to get their service started by July 1, 2016. RIDOT will assist in this process as needed.

Respondents are instructed to submit a **TECHNICAL PROPOSAL** response along with a separate **COST PROPOSAL** both described in detail herein. Detailed Cost Proposals shall provide for fully-inclusive operational services as described in the Scope of Work to be performed for the initiating **2016 ferry Season ONLY – 7/1/16 to 9/5/16.** When applicable, costs for future ferry seasons will be negotiated at the time of service.

It is the intention of RIDOT to award based on the fixed and firm proposal price and the precise product or services offered subject to RIDOT review and final acceptance. RIDOT will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal

documents. RIDOT reserves the right to separately procure individual requirements that are the subject of the contract during the contract term when deemed by the Director to be in the State's best interest. ***SEE COST PROPOSAL SECTION INSTRUCTION AND FORMAT.***

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

http://www.purchasing.ri.gov

NOTE: This is a Request for Proposals (RFP), not an Invitation for Bid: responses will be evaluated on the basis of the relative merits of the proposal, 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 Respondents who have submitted proposals. TECHNICAL proposal and COST proposal shall be TWO (2) separate documents. All Respondents are advised to review all sections of this Request carefully and to follow instructions carefully as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

II. GENERAL NOTIFICATIONS

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

- A fully completed signed ***RIVIP Bidder Certification Cover Sheet*** – *All three pages* shall accompany response submitted. Failure to make a complete submission inclusive of this three-page document may **result in disqualification**. A copy of this 3-PAGE certification form should be in all proposals (originals and copies) submitted to the State for consideration.

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

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

- The Rhode Island Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d - 2000d-4 and 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, issued pursuant to such Act, hereby notifies all 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 Respondent - 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 Respondent 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 Respondent 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 or submitting documents in response to this Request and/or in providing oral or written clarification of its content shall be borne by the Respondent. The State assumes no responsibility for these costs.

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

- All pricing submitted will be considered **firm and fixed** unless otherwise indicated herein.

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

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

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

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

- In accordance with RI Gen. Laws 7-1.1-99, no foreign corporation (a corporation established other than in Rhode Island) has the right to transact business in this State until it has procured a Certificate of Authority to do so from the Office of the Secretary of State (401) 222-2357.

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

III. 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*** **@ 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.

IV. INSTRUCTIONS FOR RFP SUBMISSION CONTENT AND FORMAT

Upon review of the Scope of Work (SOW), **TECHNICAL PROPOSAL** submissions must include, at a minimum, the following information for RIDOT review and subsequent final selection recommendation:

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

- **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).***

- **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 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 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.

All information requested below must be organized in the exact order in which the following RFP requirements are presented with page numbers in consecutive order. TECHNICAL PROPOSAL submission should contain a Table of Contents that cross-references each RFP requirement with specific page cited.

The TECHNICAL PROPOSAL submission shall NOT contain any references to PROJECT COST. Inclusion of cost information within the Technical Proposal submission may result in disqualification.

BACKGROUND AND PREVIOUS EXPERIENCE:

- ***Point of Contact:*** Respondents must provide the NAME, TITLE, OFFICE LOCATION and CONTACT INFORMATION (E-Mail and Phone Number) of the primary Point of Contact to whom clarification questions can be forwarded.

- ***Relevant Experience:*** Respondents shall provide a comprehensive listing of contracts of similar operating experience, size and scope that it has successfully completed over the last **THREE (3) YEARS** preceding the due date for this Proposal submission and demonstrated experience in performing at least **6 MONTHS** continuous passenger ferry operations and/or marine transportation services. The list should include the approximate date of service, location of the ferry project and client name.

  Respondents shall provide the names and contact information (telephone and e-mail address) of **THREE (3)** client references associated with specific projects cited for which ferry operator services have been provided. By so listing, specific permission is granted to RIDOT to contact said individuals to verify the satisfactory performances of the services provided Respondent acknowledges that RIDOT is granted specific permission to discuss past performance of Respondent and any of its proposed team members on any projects.

ORGANIZATION AND STAFFING:

- ***Staff Qualifications:*** Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to this contract. Experience should be relevant to contracts similar in size and scope to those required by this RFP. Staff assignments and concentration of effort for each staff member are to be addressed.

- ***Contingency Plan/ Back-Up Staff:*** The Respondent shall provide in their Proposal their Contingency Plan for the utilization of backup boat(s) and/or back-up bus service should the primary vessel(s) fail to provide ferry service for scheduled sailings. The Contingency Plan can include RIPTA service within the areas serviced by the successful OPERATOR. Additionally, Respondent shall include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff in the Technical Proposal.

- ***Sub-Contractor(s):*** As applicable, Respondent shall provide the type of work to be performed by the subcontractor and resumes for each of the subcontractor's management, supervisory and other key personnel that demonstrates knowledge, ability and experience relevant to the services designated to perform. Full disclosure of the proposed team to be assigned this project is required in the Technical Proposal.

OPERATIONAL PLAN/ FARE STRUCTURE:

- ***Management Overview and Approach:*** Respondents shall provide a detailed technical narrative describing their project approach and plans to meet all requirements as set forth in the project Scope of Work. The narrative should demonstrate that the Respondent understands the nature of the work required and the level of effort necessary to complete the contract. Narrative shall also include any anticipated problems that may be encountered during the course of the contract and include the

mitigation efforts proposed. The plan shall also provide the Respondent's approach to communications with RIDOT.

The following project requirements shall be included and/or discussed as part of Technical Proposal submission:

- **Proof of Eligibility**: Information demonstrating proper licensing and certification (i.e., USCG) to perform the Services. Disclosure of accident/incident reports. Information demonstrating the financial resources required for the timely implementation of the Proposal.

- **Ridership Projections**: Detailed ridership projections associated with each Pricing Scenario, including estimates of the average weekday ridership (measured in one-way passenger trips);

- **Ferry Service Requirements**:
    - Description of the type(s) and number of vessel(s) that would be used to provide the Ferry Service, including the following information for all vessels contemplated for the service:
        - Details outlining where, when and by whom the vessels were constructed;
        - The USCG rated capacity of the vessels;
        - The loading configuration (end- or side-loading; single- or double-end; height; etc.);
        - Details on the propulsion system and engines for each vessel;
        - The maximum sustainable speed;
        - Provisions for accommodating persons with disabilities;
        - A demonstration that the vessels can use existing landings as currently configured;
        - Copies of current U.S. Coast Guard Certificates of Inspection;
        - An affidavit certifying that the Respondent is a U.S. citizen and is authorized to operate such vessels on the navigable waters of the United States; and
        - Demonstration that vessels are capable to serve the route between Providence and Newport and landings, and can meet minimum headways consistently while minimizing environmental impacts, such as wake disruption to other waterfront operations.
    - An Operations Plan that describes the following:
        - Service frequency, running time, operating schedule, vessel assignment, vessel deployment/dispatching plan, staffing plan and route alignment;
        - Contingency plans to address:
            - Adverse weather conditions;
            - Uninterrupted operations should any vessel be taken out of service; and
        - Plans to obtain approvals to use the Landings and other authorizations to legally perform the Services.
    - A Fare Structure, including fare types, fare media, point of sale, method of sale and method of payment.
    - A description of other elements of the Ferry Service, including the following:
        - Policies and procedures;
        - Plans for any amenities that would be used to enhance the passenger experience (e.g., concession service, Wi-Fi, bicycles onboard);
        - Any integrated transportation options; and

- **OPTIONAL TASK:** Other uses for the vessels proposed to operate the Ferry Service—such as off-peak use, weekend use and special event charters—and the frequency with which vessels will be used for these alternative purposes.

- **Marketing Plan for the Service**: A marketing plan for the Services described in Section 2.14.

- **Customer Service/Communications Plan**: A customer service/communications plan for the Services that addresses real-time service alerts, service changes, marketing initiatives and that can quickly and efficiently intake, track and resolve customer inquiries, complaints and commendations.

- **Wake and Wash Management Plan:** Detail the management of vessel operations such that the vessel wake and propeller/jet wash does not result in adverse effects on shorelines, other marine infrastructure, or other vessels.

- **Coordination Plan:** Describe the willingness to coordinate, collaborate and work alongside other route operators or waterborne users to ensure Ferry Service objectives are met.

- **Lighting and Safety Plan:** Develop a lighting and site safety plan for the landing sites along the proposed routes that complies with Americans with Disabilities Act (ADA) regulations.

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

- Respondents are requested to provide a Lump Sum all-inclusive price for all administrative and operating services as cited in the project Scope of Work specific to the 2016 ferry season operations to take place from **JULY 1, 2016 to SEPTEMBER 5, 2016 (Labor Day)** and itemized for all deliverables and critical activity milestones.

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

- Describe, in detailed narrative, all aspects of your pricing policy.

- Respondents Requesting Public Assistance - RIDOT is issuing this RFP seeking Proposals from operators to provide the Services with a plan to limit public assistance. RIDOT will consider providing assistance only if a plan to limit assistance is provided by the Respondent and is deemed acceptable to RIDOT. If a Respondent proposes a public form of assistance that they believe will be effective in helping to achieve the strategic objectives set forth in this RFP, the Proposal should include the following:
    - Description of Requested Assistance - The Respondent should describe in detail the public assistance it is seeking from RIDOT.
    - Financial Projections - Respondents requesting any type of public assistance should provide an estimate of projected operating costs and revenues. Revenue estimates should include at a minimum farebox revenues, operating expense and fuel plan; and revenues from concessions.

- Participation Payments: Participation payments should be a part of any Proposal to the extent that any public assistance is required and is applicable to the Respondent. Respondents should describe the details of any profit sharing plan with RIDOT.

- Pro Forma Statements - THREE (3) separate pro forma statements outlining THREE (3) discrete fare scenarios (each a "Pricing Scenario") and describing any proposed structure of revenue sharing or participation payments to RIDOT. A participation payment to RIDOT should be a part of any Proposal to the extent that any public assistance is required.

- Proposed Pricing Scenarios should take into consideration existing fare structures on other regional ferry services. RIDOT will look favorably upon fare structures that minimize public operating assistance while maximizing ridership.

- RIDOT reserves the right to negotiate final pricing and terms with the selected OPERATOR. Items to be negotiated include, but are not limited to, fare structure, frequency of service, on board concessions, amenities located at each landing, customer facing information including the Marketing Plan for Service and the Customer Service/Communication Plan, and transit connection to Providence Station.

Failure to fully disclose formatted total contract cost and pricing policy as cited could result in disqualification.

V. QUESTIONS RELATING TO SOLICITATION

Any pertinent questions subsequent to this solicitation may be e-mailed to LISA HILL at **Lisa.Hill@purchasing.ri.gov**. Responses to questions submitted for the subject project will be posted as an ADDENDUM to the initial solicitation. Interested VENDORS are responsible to monitor the RI Division of Purchases website **www.purchasing.ri.gov** to obtain any posted Addenda.

E-mailed questions relating to this solicitation will not be accepted after NOON on XXXXXX.

VI. SUBMISSION REQUIREMENTS AND DUE DATE

TECHNICAL PROPOSAL ("Original" plus FIVE (5) HARD COPIES) and a *separately sealed* **COST PROPOSAL (THREE (3) HARD COPIES)** are to be submitted simultaneously. RIDOT requests 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.**

Requested documentation is to be either mailed or hand delivered in a sealed envelope marked: *"RFP# 7550576– "Narraganset Bay Passenger Ferry Shuttle Service" by* **MAY 10, 2016 no later than 1:00 P.M.** to:

BY 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)***

VII. EVALUATION AND SELECTION

A Technical Evaluation Committee (TEC) will be convened comprised of RIDOT technical personnel responsible for the project under consideration. While cost is one basic determinant for award, it is neither the sole consideration nor necessarily the principle consideration. Additional technical criteria will also be considered specific to the Respondent's understanding of the RIDOT requirements as specified in this RFP as well as the qualifications, experience, and organization of the Respondent and its personnel. The TEC'S composite scores for all steps of the evaluation process will comprise the official record for the proposal evaluation process; individual evaluation records will not be available for public inspection at any point during or after the evaluation process.

SELECTION CRITERIA:		**MAXIMUM POINTS**
1.	**FIRM QUALIFICATIONS**	**0-25 POINTS**
2.	**OPERATIONAL PLAN/ FARE STRUCTURE**	**0-25 POINTS**
3.	**RELEVANT EXPERIENCE**	**0-10 POINTS**
Technical Proposals receiving scores of less than 40 POINTS out of the 60 eligible TECHNICAL POINTS will NOT be scheduled for the interview phase of the evaluation process and will be disqualified from further consideration.		
4.	**COST PROPOSAL**	**0-40 POINTS**
	MAXIMUM SCORE	**100 POINTS**

VIII. CONTRACT AWARD

Contractual arrangements will be established between the State and the selected OPERATOR in line with departmental policy and State Purchasing regulations. The successful OPERATOR must be prepared to provide necessary data to support all costs associated with project expenditures.

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

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.

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

The State reserves the right to solicit separately for selected initiatives within this Scope of Work.

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

NARRAGANSETT BAY PASSENGER FERRY SHUTTLE SERVICE
Providence to Newport, RI

INTRODUCTION

The State of Rhode Island and Providence Plantations, the "Ocean State", has over 400 miles of coastline, including navigable bays, harbors, and waterways. The use of the waterways as right-of-ways for transportation reached a peak in the latter days of the 19th century, and early days of the 20th century. Ferries connected east-west shores of Narragansett Bay, the mainland and the islands, and carried goods and passengers on the Long Island Sound routes to New York on a daily schedule.

Rhode Island ferry service today provides transportation between Galilee and Block Island, Bristol and Prudence Island, Quonset Point and Martha's Vineyard, MA, and between Newport, Jamestown, and Block Island. Historically, there was service between Providence and Newport which is not in place today.

1.1 Goals

The primary goals of this RFP are as follows:

- Maintain and Operate a seasonal tourism/recreation ferry shuttle service between the Cities of Providence and Newport;
- Advertise and Market the RIDOT brand package developed for the ferry shuttle service to facilitate public access to the many recreational, commercial, scenic, and historic areas in the Cities of Providence and Newport as well as any major events occurring during the ferry season;
- Promote and the ferry shuttle service as a practicable alternative mode of surface transportation with expansion possibilities in the future; and
- Mitigate traffic and parking congestion on downtown congested roads, especially in the City of Newport.

1.2 Objectives

Through this RFP, RIDOT is seeking to achieve the following objectives:

- Demonstrate the feasibility of ferry service on Narragansett Bay;
- Operate a safe and reliable ferry service;
- Create an accessible system for all passengers that is compliant with the Americans with Disabilities Act (ADA);
- Create a ferry system with particular emphasis on a positive customer experience, ensuring standardized practices and procedures for marketing, fare media, ticketing collections, branding, sponsorship, amenities, public outreach, and operating procedures; and
- Create linkages, where possible, with other transportation modes in the State such as pedestrian, bicycle, and transit (bus, train and air).

SECTION 1 – PROJECT DESCRIPTION

RIDOT is seeking proposals from qualified ferry operators and transit service providers (OPERATOR) to operate a Ferry Service within Narragansett Bay (the "Bay"). RIDOT's intent is to provide access to Narragansett Bay from Providence to Newport, Rhode Island (**SEE "FIGURE 1" ATTACHED**) for the general public including residents and tourists. The period of service is from July 1, 2016 through September 5,

2016 based on the assumed availability of funding. RIDOT encourages creative and innovative proposals which will cater to the seasonal tourism markets within the Cities of Providence and Newport and the State of Rhode Island. The project vision is to provide a unique water transportation experience within the downtown areas and to encourage visitors and residents of both Cities to utilize water transportation as an alternative to driving to these waterfront areas.

In 2016, ferry service will be made available during the optimal tourist season from **JULY 1, 2016 through SEPTEMBER 5, 2016** available 7-DAYS a week. Weather permitting; ferry services may begin as early as APRIL 1st for future ferry seasons.

Additionally, the Rhode Island Division of Public Utilities and Carriers and the Public Utilities Commission hold jurisdiction over intrastate water carriers of passengers and vehicles operating between termini within the State of Rhode Island. The successful OPERATOR will need to obtain a Certificate of Public Convenience and Necessity (hereafter a "CPCN") for intrastate water carriers in order to get their service started by July 1, 2016. RIDOT will assist in this process as needed.

Respondents will be responsible for proposing ferry services that fulfill the needs described in this RFP. RIDOT is soliciting two types of ferry service-associated with this RFP, described here and further detailed in SECTION 2:

- **TYPE 1 – DEDICATED SERVICES** - Respondents shall provide dedicated operator services that addresses all ferry operations needs and services between Providence and Newport, Rhode Island on a 7-DAY weekly basis, including, but are not limited to, ticketing, marketing and customer services (collectively, "System Support Services").

- **TYPE 2- OTHER ROUTES** – This type of ferry service proposal would be "optional"; Respondents may submit a proposed route and associated pricing for review by RIDOT. Respondents would not be penalized if not provided and this optional proposal would also not be not be included in the evaluation and selection ranking. This proposed option would provide additional route operator services as deemed appropriate or beneficial to the successful Operator.

Respondents submitting Proposals must:

- Address the operation details of DEDICATED SERVICES and OTHER ROUTES, including the relevant System Support Services.
- Include a Coordination Plan that clearly describes a Respondent's willingness to coordinate, collaborate and work alongside other ferry providers or waterborne users who are using the same landing sites at India Point Park and especially in the busier Newport Harbor location (i.e. The Community Boating Center out of India Point Park http://www.communityboating.com/home.html).

The Ferry Service is designed to safely serve all of the State's residents, visitors, and tourists living, working, recreating, or seeking to access the Narragansett Bay. The anticipated 2016 DEDICATED SERVICE between Providence and Newport will run **SEVEN (7) DAYS** a week, from July 1, 2016 through September 5, 2016 (Labor Day).

For future ferry seasons 2017 and 2018, additional OTHER ROUTES ferry landings may be identified to provide water transportation for special events, holidays, weekends and/or daily as proposed in the Respondent's technical submission. The Costs to provide OTHER ROUTES will not be disclosed at this time

but for future ferry seasons, if deemed acceptable by RIDOT, will be negotiated at the time of contract renewal. Respondents are expected to provide Proposals that are responsive and flexible enough to accommodate docking at these proposed OTHER ROUTES Landings. RIDOT will assist in obtaining landing rights at these additional landings utilized for the Ferry Service of the successful OPERATOR.

The selected OPERATOR will enter into an Operating Agreement with RIDOT (the "Operating Agreement"). Respondents should assume an Operating Agreement term for the 2016 Summer Season (defined as service from July 1, 2016 through Labor Day September 5, 2016).

1.1 Dedicated Services Site Descriptions

PROVIDENCE – The site **(SEE "FIGURE 2" ATTACHED)** is located off of India Street, at the confluence of the Providence and Seekonk Rivers, outside of the Providence hurricane barrier. The site is situated on a State-owned parcel, west of India Point Park and is accessible to the public. The site borders a common navigational passage up the Seekonk River. A temporary barge may be required for intermediate access from the site's wharf to the ferry boat. There are no public restrooms or other facilities readily available. There is public parking currently available as shown in FIGURE 2. There is also the potential for surface parking to become available (by others) along India Street, immediately east of the site. The site can be accessed from downtown Providence via South Water Street and regionally from Interstate 195. Public transit currently serves South Main Street and South Water Street via RIPTA and is approximately a 5-10 minute walk from the potential ferry site.

NEWPORT - This site **(SEE "FIGURE 3" ATTACHED)** is located in Newport Harbor along America's Cup Avenue and currently has a ferry service that calls at Dock D. The existing dock is a floating dock with guide piles. The main access from land to the floating dock is provided via gangway, which connects to the adjacent boat ramp. There are public restrooms readily available at this site in the Newport Harbormaster building at Perrotti Park. There is public parking currently available (both on-street parking and public surface lots) within a 5 minute walk from the site. The site can be accessed from Route 138 (Pell/Newport Bridge) and Route 114. Public transit currently serves America's Cup Avenue via RIPTA adjacent to the potential ferry site at the Newport Gateway Visitors Center.

SECTION 2 – CONTRACT REQUIREMENTS

2.1 FERRY LANDINGS

The Ferry Service will be provided from Providence to Newport, Rhode Island. Optionally, the Respondent may propose to serve additional landings under the "OTHER ROUTES" proposal category. The Respondent is required to visit each landing and those identified in their OTHER ROUTES proposal (if applicable) prior to responding to the RFP to determine that they can operate at the landing and whether temporary modifications (e.g., temporary boarding platform, fenders or mooring lines, signs and bike racks) will be needed. It is the responsibility of the Respondent to propose the appropriate vessel required to serve each landing and transit the routes between landings. The names of specific landings are subject to change, as RIDOT determines the best route nomenclature. The exact location or locations under consideration for each landing are identified in Figures 1 thru 3 attached to this RFP.

2.2 *FERRY SERVICE OPERATIONS*

2.2.1 **Respondent Operator Qualifications** - Respondents proposing on this RFP shall provide details on their qualifications to operate a ferry service, including:

- A listing of key management and operational personnel with details of their background demonstrating education, certifications, licenses, training, and experience operating ferry service. The office locations of key personnel must be provided. This listing of key personnel shall include the following *at a minimum*:
    - **Owner, CEO, and/or President of the Company**
    - **Operations Manager or Director**

- Details supporting the operator's business ownership structure, address, credentials, certifications, and licensing pertinent to providing ferry service shall be provided.

2.2.2 **Vessel Fleet** - The Respondent shall provide details and supporting documentation on the proposed vessel fleet (including swing or backup boats) the Respondent will employ in the Ferry Service, including: *(NOTE: Proposed Number of Boats is at Respondent's discretion; RIDOT will review based on service proposed, capacity and amenities provided.)*

- Vessel Ownership
- Vessel Certifications (e.g., USCG Certificate of Inspection)
- Vessel Particulars (e.g., length overall, beam, draft, displacement, boarding deck freeboard, USCG certified passenger capacity, service speed, propulsion details including engine EPA Tier rating, number of passenger decks, number of indoor and outdoor seats, wheelchair accommodations, passenger restroom facilities, passenger cabin heating and air conditioning capability, bicycle capacity). ***Please note that the preferred vessel length would be 75 to 80 feet with a preferred draft of 5 feet***.
- Photos of the exterior and interior spaces of the vessels
- Proposed means of passenger boarding (gangplank or brow ramp details)
- Vessels shall comply with the Americans with Disability Act (ADA) requirements, including the operator's means of providing passenger boarding

2.2.3 **On Board Concessions** - The Respondent is encouraged to offer locally sourced concessions aboard the vessels to provide service to the travelling public. The Respondent's proposal shall outline the details of the concessions that will be offered.

2.2.4 **Ferry Service Route Configurations** - The Ferry Service consists of a Dedicated Primary Route, which travels between Providence and Newport. DEDICATED SERVICE shall be provided SEVEN (7) DAYS a week during the Summer Season period. Special event, holiday, weekend, and/or daily service during the Summer Season to some or all of the Other Landings may be proposed by the Respondent. It is up to the Respondent to determine the OTHER ROUTE Landings and service schedule details. Comprehensive Responses may include proposals for operation of both DEDICATED SERVICE and service to the OTHER Landings; however, RIDOT reserves the right to not select an operator for the Other Landing Routes.

2.2.5 **Ferry Service Design Requirements** - Respondents are expected to provide Proposals to operate each Route consistent with the span of service, frequency of service, scheduling and monitoring

requirements. RIDOT, at its discretion, may choose to alter Service Design Requirements in the future, in consultation with the selected OPERATOR.

- **Span of Service** - Span of service defines the extent of time over which ferry service is provided. Proposals for DEDICATED SERVICE between Providence and Newport shall operate over a span of service of SEVEN (7) DAYS a week from July 1, 2016 through September 5, 2016. Proposals for service to proposed OTHER ROUTES for future ferry season(s) shall be detailed in the Respondent's Proposal.

- **Frequency of Service** - Frequency of service defines a minimum service level for ferry operations in order to provide a level of convenience for customers. For purposes of this RFP, the minimum service level for the Ferry Service varies by Days of Service and Time of Day and is expressed as a combination of maximum headway and maximum travel time.

  Maximum headway defines the maximum time interval, in minutes, between the departure of a vessel and the departure of the next vessel to the same destination at the Landings.

  Maximum travel time defines the maximum time interval, in minutes, for a single vessel to traverse a route from end point to end point. For the purposes of TABLE 1 below, "Mornings" are defined as 8:00 am to 11:00 am. "Afternoon/Evenings" are defined as 4:00 pm to 12:00 Midnight. "Mid-Day" is defined as 11:00 am to 4:00 pm.

  For DEDICATED SERVICE between Providence and Newport, Respondents shall propose service hours that at a minimum span from 10:00 am to 12:00 Midnight on each day, and are subject to the minimum frequency indicated in TABLE 1. For service to proposed OTHER ROUTES, Respondents shall propose service hours on the holidays and special events they propose to serve, also subject to the minimum frequency indicated in TABLE 1.

  The minimum expected service level for Ferry Service Operations is defined in TABLE 1 below. The maximum headway identified in TABLE 1 below is expected to commence for Providence and Newport at the beginning of each time period.

  For example, Providence must experience service every 90 minutes beginning each day at 8:00 AM (or earlier if an earlier start of the day is proposed by the Respondent); service may drop to 180 minutes in the Mid-Day beginning at 11:00 am at that Landing.

TABLE 1: FERRY SERVICE MINIMUM SERVICE FREQUENCY LEVELS

DAY OF SERVICE	TIME OF DAY	ROUTE	MAX HEADWAY (MINUTES)	MAX TRAVEL TIME (MINUTES)
Weekend & Weekday	Mornings & Afternoon/Evenings	Providence-Newport	90	80
	Mid-Day	Providence-Newport	180	80
Special Event/Holiday	All-Day	Other Landings	180	TBD

Maximum travel times for routes serving OTHER ROUTES shall be proposed by Respondents. Respondents may submit Proposals that are an improvement on the Ferry Service Minimum Service Level (e.g. offer shorter headways or travel times, or extending the hours of service in a day).

- **Scheduling** - Service reliability is critical to the success of the Ferry Service and, therefore, must be a major consideration when developing service schedules. In addition to meeting the Ferry Service Minimum Service Level, ferry service schedules must include adequate recovery time in order to avoid a proliferation of delays in the event one or more vessels on a Route or Routes experience(s) delays while in service. Therefore, Respondents are expected to demonstrate that service schedules associated with their Proposal to operate a Route or Routes feature adequate recovery time. Respondents should also demonstrate that schedules do not require vessels to travel at excessive speeds that exceed regulated speed limits or that may lead to larger than necessary wakes. The Respondent's proposed schedules should be mindful of increased small boat traffic and mooring on the Bay during summer months.

2.2.6 **Wake & Wash Management Plan** - Respondents are fully responsible for the operation of their vessels and shall submit a Wake & Wash Management Plan as part of their Proposal, detailing how they will manage vessel operations such that the vessel wake and propeller/jet wash do not result in adverse effects on shorelines, other marine infrastructure, or other vessels.

2.2.7 **Vessel Homeporting and Layover** - Respondents are responsible to provide their own homeport berths for overnight tie-up and servicing of their vessels. Layover of vessels during the Mid-Day period at the landings may be requested and must be detailed in the Respondent's Proposal.

2.2.8 **Service Reliability/Contingency Plan** - It is important the traveling public can rely on the Ferry Service and are not at risk of being stranded if ferry service is disrupted due to extreme weather, vessel or equipment breakdown, or the OPERATOR's inability to muster sufficient staffing. The Respondent shall provide in their Proposal their Contingency Plan for the utilization of backup boat(s) and/or back-up bus service should the primary vessel(s) fail to provide ferry service for scheduled sailings. The Contingency Plan can include RIPTA service within the areas serviced by the Operator. For example RIPTA's Route 60 services Providence and Newport via the East Bay at 15-30 minute intervals during typical Ferry Service hours. During service, RIDOT staff shall be immediately notified if a sailing departure is missed or delayed by more than 15 minutes. Similarly, any delay of the vessel during its passage that causes the trip to exceed the maximum travel time by more than 15 minutes shall be immediately reported to RIDOT.

Respondents shall propose a Contingency Plan and make preparations according to the plan such that backup bus service or a backup ferry vessel of adequate capacity to handle passenger demand can be positioned at the ferry landing for transporting passengers within 150 minutes of the scheduled departure time for any missed sailings. The Respondents shall provide details in their proposed Contingency Plan for the backup bus or ferry service, including the name and contact details for the bus company; details of the buses that would serve as backup (number of buses available, make, model, year of manufacture, seating capacity, wheelchair lift, bicycle racks), and location of backup buses; or, similar details for the backup ferry vessels.

The weekly On-Time Performance Report shall summarize the details of any missed sailings, including the causes, and wait times for passengers. Should low tides limit accessibility of a Respondent's proposed vessel to any of the ferry landings, Respondents shall identify in their

proposal those times (if any) within the summer service period that would be interrupted due to low tide.

2.2.9 **Monitoring/ Weekly On-Time Performance Report** - Performance measurement and monitoring is a critical element of all service design. Service reliability for the Ferry Service will be measured and monitored as a function of on-time performance. The on-time performance target for the Ferry Service (the "On-Time Performance Target) is 90%. Thus, 90% of vessels must run on time, with "on-time" being defined as one minute early to five minutes late. On-Time Performance will be reported by the operator on a weekly basis with measurement at the end-points for each route.

The OPERATOR will be responsible for submitting a Weekly On-Time Performance Report in PDF and electronic format by 12:00 pm Noon on each Tuesday, for the prior week of Monday through Sunday as part of general reporting requirements. The Weekly On-Time Performance Report shall summarize on-time performance for each of the end points of each route, with details on actual departure times for every sailing and the causes detailed for any deviation from the on-time performance target. All incidents associated with, or affecting the Ferry Service that are reported by the Operator to the US Coast Guard, law enforcement, or other federal, state or local authorities shall be included in the weekly report.

RIDOT may, at its discretion, elect to independently audit this report or study on-time performance. Proposals must offer a technological solution to performance measurement, which shall include the ability to log each of the OPERATOR's vessel's position and movements, and arrival/departure times using GPS. The OPERATOR's Weekly Report on On-Time performance shall include the GPS data log files in digital format for mapping each vessel's position with the associated date and time of day.

2.2.10 **Fare Structure** - Respondents shall include in their Proposal how they will develop, publicize, and maintain a fare structure for the Ferry Service that addresses:

a) Fare Types (e.g. single one-way, daily, or weekly passes):
b) Fare Media (e.g. tickets, farecards, passes, smart phone apps, etc.);
c) Point of Sale (e.g. on site, onboard, online);
d) Method of Sale (e.g. ticket vending machine, staff at the landings or on-board, online);
e) Method of Payment (cash, debit and credit card).

RIDOT is looking for good balance in the Respondent's fare structure and suggests a maximum fare no greater than $35.00. RIDOT also encourages all Responses to consider the following types of passes and discounts as part of the fare structure:

- Discount fares for seniors, small children, students, and riders with disabilities;
- Discounted daily or weekly passes;

2.2.11 **Branding and Sponsorship** - In general, RIDOT does not expect to use the existing branding of the Respondents, including marketing, imprints, styles, etc. It is the intention of RIDOT to identify a universal brand package for the Ferry Service. Development of the brand package will be guided and controlled by RIDOT. The brand package will be fully integrated across all aspects of the Ferry Service, including, without limitation, a "universal" brand name for the Ferry Service.

All marketing materials will utilize the branded sponsorship and relevant imprints and style guides.

The intent is not to "rename" each of the OPERATOR's vessels, but rather visually identify the RIDOT Ferry Service Project by the brand name created. RIDOT will develop the brand identity and will provide Respondents with logo artwork for use in printed and online public information materials. RIDOT (or its designee, as applicable) will be the owner of any intellectual property (i.e. trademarks, URLs, etc.) and/or other branding elements developed in connection with Ferry Service.

Respondents shall commit to prepare banner and/or plastic wrap coverings for the existing logos or branding on their vessels to make the ferry identifiable as part of the RIDOT Ferry Project. Costs incurred for these purposes shall be included in the Respondent's "Mobilization".

2.2.12 **Transit Connection to Providence Station *(OPTIONAL)*** - Cohesive transportation is essential to the success of the Ferry Service. The Respondent shall, therefore, propose a bus service to and from Providence Station, where many key regional rail connections are made. The Respondent shall provide a bus shuttle fleet and a designated drop off area at the Providence ferry terminal that ensures a coordinated train and ferry schedules.

2.3 DEDICATED SERVICE OPERATING PARAMETERS

Respondents shall provide and maintain all equipment and staff necessary to provide the ferry service for the applicable Ferry Service including vessels, motor vehicles, communication equipment, safety equipment, and any other equipment that is required. The OPERATOR is responsible to provide management and administration of the ferry service including business accounting and reporting, supervision and oversight of personnel and dispatch of staff, vessels and equipment.

- Vessels must meet minimum capacity to accommodate anticipated ridership demand boarding at each Landing;
- Vessels must be capable of utilizing the landings in their current configuration;
- Vessels must be capable of safely and reliably operating the proposed route and traversing the Bay under typical environmental conditions;
- Respondents should strive to provide vessels that minimally impact the Bay and surrounding communities. Examples of vessel characteristics may include, but are not limited to: higher tier engines, engines with emissions controls, low noise engines, low-emission engines, use of clean burning fuels, and wake mitigation technology;
- Vessels must hold a minimum of EIGHTY (80) passengers in climate-controlled seating. In the event that a Respondent wishes to propose the use of a smaller capacity vessel, the Respondent must demonstrate that the proposed vessel can accommodate the maximum number of travelers per trip;
- Vessels must be ADA compliant and the OPERATOR's staff shall be trained to provide ADA accommodation when requested;
- Vessels must be able to accommodate storage for a minimum of SIX (6) bikes and SIX (6) strollers;
- Vessels must be well maintained and kept in a clean condition inside and out;

- Vessel must have public restrooms with adequate capacity available and in working operation for passengers at all times the vessel is in service;
- Vessels are encouraged to provide food and beverage concessions that include creative integration with locally sourced food and beverages; and
- Vessels must be willing to accept sponsorship and branding prescribed by RIDOT, consistent across the fleet and Ferry Service.

While ticketing is a service considered separately, Respondents proposing operations are expected to implement the fare validation/collection policies dictated by a uniform ticketing solution as approved by RIDOT in the Operating Agreement. This may include punching or visually validating tickets as riders board a ferry. Electronic ticketing solutions are envisioned as described in the ticketing section of this RFP.

Subject to applicable agreements allowing access to landings, the Respondent shall maintain the landing free of debris and garbage as necessary to ensure safe passenger transfers until shoreside. Respondents shall provide at a minimum one large (50 gal) trash receptacle at each landing and shall empty the receptacle immediately when full and/or by 9:00 pm on each day that service is provided at the landing.

The Respondent shall also:

- Propose a staffing plan for managing queues at the landings.
- Hire, train, and supervise all personnel necessary to perform the Scope of Services. RIDOT shall have the right to recommend OPERATOR personnel changes if necessary to ensure the safe and effective performance the Scope of Services during the term of the Operating Agreement.
- Schedule and dispatch crews and vessels as necessary to perform the Scope of Services.
- Develop a series of <u>contingency plans</u> to address:
    a. Adverse weather conditions including high winds;
    b. Operations, in the event that any vessel be taken out of service, to ensure minimal disruption to service and that no other route would be affected by a delay in service; include in this plan where vessels will be homeported and where vessels will layover; and,
    c. Ensure back up or replacement boats are properly branded as per RIDOT Requirements.
- In conjunction with RIDOT, develop and publicize the Service Schedule.
- Maintain a <u>Safety Management System</u> that is independently audited.
- Maintain an <u>Engineering Management and Preventive Maintenance System</u> that tracks engineering casualties, performance metrics, and preventive maintenance.
- Allow RIDOT the ability to audit the Safety Management System, and Engineering Management and Preventive Maintenance System at any time, without reason, upon reasonable prior notice, except in the case of an emergency wherein prior notice will be given to the extent practicable.

2.4 <u>OTHER ROUTES</u>

RIDOT relies on the experience of private ferry operators in planning for the Bay's future ferry opportunities in order to procure an effective Ferry Service. Respondents are invited to propose

general alternatives to the service configurations identified in this RFP (*"OTHER ROUTES"*). Notably, Respondents are asked to present alternative routes, hours and general operating parameters that they feel provide increased ridership or operating efficiencies. This request for information is intended to support future planning efforts independent of the launch of the Ferry Service as described in this RFP. Notwithstanding the forgoing, RIDOT reserves the right to implement any or all of a Respondent's Other Routes as part of the Ferry Service.

This "OTHERS ROUTES" proposal is an "optional" request and does not need to be provided by Respondents as part of the Proposal submission. No information presented by Respondents under an OTHER ROUTES Submission will be used as selection criteria for this RFP.

2.5 PRE-LAUNCH REQUIREMENTS

Participate in pre-launch system, planning, testing, and validation to ensure system safety, security, interoperability, and customer service experience. The pre-launch process requires the OPERATOR to coordinate with RIDOT to:

- Develop Standard Operating Procedures and protocol, ("SOP"). The selected OPERATOR shall submit the SOP at least **THREE (3) WEEKS** prior to inception of service for the Ferry Service scheduled on July 1, 2016.
- Run their vessels between landings to test the schedule for each route a minimum of **TWO (2) WEEKS** prior to inception of service scheduled on July 1, 2016.

2.6 TRAVELER INFORMATION REQUIREMENTS

For each Route, Respondents must provide adequate traveler information available online and published in signage at each ferry landing.

2.7 CUSTOMER-FACING INFORMATION

Respondents must provide traveler information to the public using a mix of media on landings and aboard vessels. Customer information includes schedules, routes, arrival predictions, vessel name; and, if applicable, shuttle bus locations, planned and unexpected delays, schedule changes, and other information as needed. Information should be provided in ways that allow access to all individuals, including those with auditory or visual impairments. For information at landings, all Proposals should include plans and costs for installing and maintaining signs and/or information kiosks for the duration of the Summer Season service. At a minimum, signs shall be posted at each landing detailing the ferry service available at the Landing, the destinations and scheduled departures, the fares and accepted means of payment, along with phone and web contact details for further information. In reference to the Newport site, the Respondent should be aware of an existing kiosk located at the Gateway Center that could be utilized for ferry service information. The RIDOT, City of Newport, and other stakeholders will work with the Respondent to determine if using this kiosk for ferry serve information is feasible.

2.8 REPORTING REQUIREMENTS

In addition to the Weekly On-Time Performance Report previously cited, Respondents must provide to RIDOT, in a format acceptable to RIDOT, reports on Ferry Service. Operators must

maintain an active database with ridership and operating statistics from which any of the service-related reports identified below can be prepared.

RIDOT must have direct access to raw data in the database in digital format, but a number of reports will be generated by the Operator and submitted to RIDOT as identified below.

- On an immediate basis, any event that is required to be reported to the USCG must be immediately reported to RIDOT.

- On a weekly basis:
    - Daily ridership statistics for the Ferry Service, including the number of passengers embarking and disembarking for each sailing at each landing with a breakdown by fare category and the number of bikes brought on each vessel;
    - Number of service interruptions, length of service interruption, reason for service interruption, estimated passenger trips lost due to service interruption

- The OPERATOR is responsible for following all reporting requirements of the National Transit Database (NTD) on behalf of RIDOT. Passenger trips and other metrics requested in the NTD will be accrued to RIDOT by the OPERATOR.

2.9 SYSTEM SUPPORT SERVICES

In addition to providing Ferry Service, Respondents are also required to provide services to support the Ferry System. These services include ticketing, infrastructure, and public accessibility, among others.

2.10 MOBILIZATION

Respondents are expected to supply any related infrastructure necessary to provide passenger information and access to the vessel in accordance with Americans with Disabilities Act (ADA) regulations. This will include a spud barge for passenger boarding and gangway for accessing the existing wharf at the landing at Providence; as well as boarding platforms or adjustments to any landings the Respondent proposes in their response. Respondents shall provide temporary bike racks at each landing with sufficient space for TEN (10) bikes. In the event that an infrastructure adjustment is required at the landings, the Operator will be responsible for submitting details regarding the adjustments planned, their placement and installation.

The Respondent shall refer to the requirements in Coastal Resources Management Program (CRMP "Red Book") available at this link: http://www.crmc.ri.gov/regulations.html In particular, refer to the CRMP's Section 300.4.

The Respondent is responsible for mooring details of the spud barge and mooring their vessels at all of the landings. The infrastructure adjustment must comply with all relevant zoning regulations, laws, rules, regulations, and orders. Additionally, Respondents are required to comply with the branding requirements to identify their vessels as part of the Ferry Service, as described in Section 2.2.11. , for which costs (branding) shall be included as part of "Mobilization" fee proposed.

2.11 TICKETING

The Respondent is responsible to develop, publicize and maintain a ticketing system that accommodates the fare structure identified in this RFP and that addresses the following elements:

2.11.1 **Fare Payment** - Respondents are expected to supply any outdoor-weather and graffiti-proof ticket vending machines ("TVMs") or collect fares aboard the vessel. In the event that a TVM/Ticketing Kiosk is required to be placed upland, the Respondent will be responsible for obtaining permission from the upland owners regarding the placement and installation. The TVM/Ticketing Kiosk must comply with all relevant zoning regulations, laws, rules, regulations, and orders ("Legal Requirements").

Any ticketing system must accommodate a fare payment using cash (bills and coins) and major credit and debit cards.

Other digital payment methods such as *PayPal* or *Venmo* may be acceptable at the discretion of the Respondent.

2.11.2 **Fare Media** - Respondents have considerable flexibility as to proposed fare media as long as a physical ticket is available for those paying in cash or credit/debit card. It is optional that the Respondent provide a mobile solution (for smartphones, tablets, or SMS-based phones).

2.11.3 **Fare Issuance** - Riders must be able to pay fares and receive proof of payment using a ticketing kiosk or hand-held device to be provided by the OPERATOR on the landing or aboard the vessel.

Optionally, riders must be able to pay fares and receive proof of payment using a mobile app, developed for (at a minimum) Android and Apple users. If provided, this app may be integrated with a traveler information app.

2.11.4 **Fare Validation** - Fare payment must be able to be validated by on-board deckhands in an easy process that does not disrupt boarding procedures. An example of this system is requiring deck hands to make a visual inspection of a printed pass or an animated screen generated when a passenger activates a ticket.

Physical tickets may be validated with a simple ticket rip system, as long as there is a record of fares paid.

Respondents must provide SOP for ferry operators that will be validating fares. The OPERATOR's crews shall be trained and familiar with the SOP.

2.12 COMMUNICATION/OTHER

The Respondent shall develop, publicize, maintain and enforce a clearly written operating policy for patrons (e.g., refunds, bicycles onboard, ticket expiration, etc.); which should tie into the overall customer service plan.

The Respondent shall create a customer service and customer communication plan for the Ferry Service, including, the following:

- Develop, publicize and maintain a communication plan for patrons of the Ferry Service in order to provide quick, up-to-date service alerts and disseminate service changes and marketing initiatives to patrons via e-mail, social media and website; and

- Develop, publicize and maintain a process/protocol to intake customer service inquiries, complaints and commendations, track them, and provide a response to patrons as necessary.

2.13 SAFETY AND ACCESSIBILITY

Ridership safety is of utmost importance to the Ferry Service. Respondents must develop and execute a lighting and site safety plan for the landing sites along their proposed routes that complies with Americans with Disabilities Act (ADA) regulations. Additionally, temporary toilet facilities are required at each landing, and must comply with ADA regulations. The Respondent shall work with Municipalities to coordinate appropriate location for the facilities and/or determine if facilities already exist within a reasonable distance from the landing. If service is proposed during hours of darkness, temporary lighting at the Landings must be provided. Details of the lighting plan must be provided in the Respondent's proposal.

Costs for Safety and Accessibility must be provided in the proposal as part of Mobilization and costs included in the Operating Agreement will be reimbursed by RIDOT.

2.14 MARKET THE FERRY SERVICE

The Respondent shall develop, publicize and maintain a marketing plan for the Ferry Service, including, but not limited to the following:

- A website with basic information about the Ferry Service, including schedules, fares, fees and policies associated with the Ferry Service;
- Print media (e.g., a flyer or brochure) with basic information about the services and a distribution plan for said media;
- Signage with basic information about the services that is available/visible to patrons at the landings and aboard the vessels as appropriate; and
- A description of additional marketing campaigns planned for the services (e.g., print advertisements or social media campaigns, etc.).

The proposed marketing plan shall be addressed and included in the Proposal submission.

RIDOT will support the Respondent in linking ~~the operator~~ with Commerce RI and will work with both on a media plan.

2.15 GENERAL REQUIREMENTS

Maintain compliance with Legal Requirements, governmental or private entity permitting and/or licensing requirements, including, but not limited to, the following:

- The performance of the Scope of Services is subject to all required approvals, which must be obtained prior to entering into the Operating Agreement. The Respondent, at its sole cost and expense, assumes the responsibility for obtaining the appropriate approvals necessary for entering into the Operating Agreement and performing the Scope of Services, including but not limited to:

    - Any required approvals related to improvements and/or installations made by the Operator;
    - Any other approvals that may be required for performance of the Scope of Services.

- Maritime Transportation Security Act 2002: The Ferry Landings may require a U.S. Coast Guard-mandated and approved facility security plan. In such instances the Respondent will be responsible for obtaining such approvals and must keep RIDOT apprised of all of the detail.

SECTION 3 - INSURANCE REQUIREMENTS

Prior to commencement of any work under this Contract, the OPERATOR shall at its sole expense, maintain the following insurance on its own behalf with insurance companies lawfully authorized to do business in the State of Rhode Island. Evidence of the following insurance policies and defined limits shall be provided by the successful OPERATOR to RIDOT prior to contract award:

1. Workers' Compensation and Employers Liability: Statutory Benefits as required by the Workers' Compensation laws of the State of Rhode Island and reference to such compliance made on all certificates of insurance

    a. Workers' Compensation Coverage: Statutory Requirements
    b. Employers Liability Limits set at not less than:
        Bodily Injury by Accident: $1,000,000. Each Accident
        Bodily Injury by Disease: $1,000,000 Each Employee
        Bodily Injury by Disease: $1,000,000 Policy Limit
    c. Coverage should be provided for the United States Longshoremen's and Harbor Workers' Compensation Act and Maritime Employment under the Jones Act with $5,000,000 Limits and reference to such compliance made on all certificates of insurance.

2. Marine General Liability (Occurrence Form): Bodily Injury, Personal Property and Personal injury (including Premises – Operations, Independent Contractors, Products/ Completed Operations, Personal Injury, Broad Form Property Damage).

    - General Aggregate: $2,000,000.00

    Products/Completed Operations Aggregate: $1,000,000.00

    - Each Occurrence: $1,000,000.00

    - Personal and Advertising

Injury: $1,000,000.00

- Fire Legal Liability: $1,000,000.00
- Medical Payments: $ 10,000.00
(Any one person)

3. Automobile Liability:

   1. Coverage to include:

      All Owned, Hired and Non-Owned Vehicles (Any Auto)

   2. Per Accident Combined Single Limit $1,000,000.00

4. Marine Umbrella Liability:

   a. Occurrence Limit: $10,000,000.00

   b. Aggregate Limit (where applicable) $10,000,000.00

   c. Policy to apply following Form of the Marine General Liability, Automobile Liability and United States Longshoremen's and Harbor Workers' Compensation Act and Maritime Employment under the Jones Act.

5. Property, Equipment, Machinery & or Stored Materials Insurance and Owned or Leased Equipment: Operators shall maintain insurance on their owned or leased equipment, tools, trailers etc. Operator is responsible for any damage to their work, materials equipment, tools etc. If under the Scope of Work to be performed under this Contract, there is a need to store on DOT premises equipment, machinery, tools, supplies or other materials, the Operator must purchase coverage to protect these assets from loss, theft, damage or disappearance. Under no circumstances will RIDOT assume any liability or otherwise offer to indemnify any party for loss, theft, damage or disappearance of such items stored on its vessel throughout the duration of the Contract.

6. Professional Liability Coverage: Operator shall maintain insurance covering issues rendered by Professional Services that arise from the operations described under the scope of services of this Contract:

   a. Per Claim Limit: $1,000,000.00

   b. Aggregate Limit: $2,000,000.00

   c. If coverage I made on a Claims-made basis, the Operator warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an Extended Discovery Period will be purchased for a period of two (2) years beginning when the work on the Contract is completed.

d. Contractual Liability Insurance coverage included and reference to such compliance made on all certificates of insurance.

7. Marine Pollution Legal Liability/Environmental Impairment Liability Insurance:
All insurance required by any regulatory commission or other governmental agency to be carried by a passenger boat services including but not limited to Marine Pollution Legal Liability/ Environmental Impairment Liability Insurance in an amount no less than Ten Million Dollars ($10,000,000.00) for each single occurrence to provide coverage for all necessary and reasonable costs or expenses of removing, nullifying, cleaning up, transportation or rendering ineffective, any substance which has caused environmental impairment provided, however, that notice of such an occurrence be given to RIDOT within 24 HOURS of said occurrence. Additionally, Operator will provide RIDOT with copies of all current licenses and/or permits required by the Federal government, the State(s) or local jurisdiction(s) where the vessel is to be operated prior to the seasonal operation date. Any such insurance, and any other insurance required to be carried hereunder shall not exclude any private or public livery operation or claims arising there from.

8. Hull & Machinery including Protection & Indemnity:
Such insurance will be in the amount of the value of the vessel on a replacement cost basis. Any deductible, self-insured retention, co-insurance, co-payment or percentage of participation shall be the sole responsibility of the Operator not RIDOT. Owned and Operator Subcontractors waive all rights against each other and against each of their agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained by the Operator.

9. Self-Insured Retentions:
None of the policies of insurance required of the Contractor by this agreement shall contain self-insured retentions in excess of $10,000, unless agreed to in writing by RIDOT.

10. All policies shall include coverage for both Certified and Non-Certified Acts of Terrorism.

11. Financial Ratting and Admitted Status of Insurance Companies:

a. A.M. Best Rating: A-(Excellent) or higher
b. A.M. Best Financial Size Category: Class VII or Higher
c. With insurance companies that are admitted or authorized to do business in Rhode Island

12. RIDOT (including their agents, employees, representatives, officers, directors, stockholders, members and managers) shall be added as ADDITIONAL INSUREDs on all liability policies. Except for the Workers' Compensation and Professional Liability policies. The coverage offered to the ADDITIONAL INSUREDs on Operator's liability policies shall be primary coverage to any other coverage maintained by the ADDITIONAL INSUREDs and shall not permit or require such other coverage to contribute to the payment of any loss, and shall fully indemnify, protect and hold harmless RIDOT from and against any and all suits, claims, liabilities, losses, judgements, demands and damages, of whatsoever kind or nature, including, but not limited to, expenditures for and cost for investigations, hiring of expert

witnesses, court costs, counsel fees, settlements, judgements or otherwise, which may be suffered by or accrue against, be charged to or recoverable from RIDOT, regardless of whether a suit has been filed or initiated (collectively "Claims") that arise from, arise out of, are connected with, or relate in any way to the performance of this Agreement.

13. It is agreed the Operator's license will not be cancelled, materially changed or non-renewed without at least THIRTY (30) DAYS advance written notice to RIDOT. An endorsement or the equivalent of, to all insurance policies, shall contain a 30-DAY notice of non-renewal or cancellation except for non-payment of premium 10-DAYS as issued by the insurance companies and such endorsement copy should be provided with the insurance certificates.

14. Any type of insurance or any increase in limits of liability not described above which the Operator requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

15. Waiver of Recovery/Subrogation: The Operator waives all rights of recovery and shall cause its Insurers to waive their rights of subrogation against RIDOT, and any of their agents and employees for loss or damage covered by any of the insurance maintained by the Operator pursuant to this Agreement.

16. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Operator or any of their Subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Operator of any responsibility or liability under the Contract.

Environmental Matters: Contractor shall be solely liable and responsible for and shall assume the risk of any losses, damages, claims, actions, suits, costs and expenses incurred for non-compliance with any Requirement of Environmental Law or Adverse Environmental Condition (as those terms are defined below) arising out of the acts or omissions (whether negligent or not) of Contractor, its employees, agents or contractors in the performance of the services contemplated hereby, except to the extent resulting from acts or omissions of RIDOT, its employees , agents or contractors subsequent to the execution of this Agreement.

Additionally, RIDOT shall not incur any liens, claims or liabilities asserted against the vessel as RIDOT has no ownership interest in the vessel.

Legal Compliance: Contractor shall comply with all provisions of federal, state, municipal, United States Coast Guard, local and departmental laws, ordinances, rules, regulations and orders applicable to its performance of its obligations under this Agreement. Contractor shall apply for any permits, licenses or variances in the name of or on behalf of RIDOT, and shall act as RIDOT's vessel representative.

Assumption of Risk: Operator hereby assumes the following risks, whether they arise from acts or omissions (whether negligent or not) of Operator, or of third persons, or from any other cause, and whether such risks are within or beyond the control of Operator, excepting only risks which arise solely from acts or omissions of RIDOT, subsequent to the execution of this Agreement: the risk of claims, just or unjust, by third persons made against Operator or RIDOT on account of injuries (including wrongful death), loss or damage of any kind whatsoever arising or alleged to arise out of or in connection with the performance of services and obligations to be performed by the Operator under this Agreement (whether

or not actually caused by or resulting from such performance) or out of or in connection with Operator's activities or presence at or in the vicinity of the docking sites, including claims against Operator or RIDOT for the payment of workers' compensation, whenever such claims are made and whether such injuries, damage and loss are sustained both before and after the termination or expiration of this Agreement, except to the extent such claims arise out of the acts or omissions of RIDOT.

Indemnification by Operator: Operator, shall indemnify and hold RIDOT and its successors, assigns, commissioners, directors, officers, employees and agents harmless against any and all claims of whatsoever type, except to the extent resulting from any willful or grossly negligent acts or omissions of RIDOT and its successors, assigns, commissioners, directors, officers, employees and agents or any of them, including negligence, vicarious liability and strict liability in tort, and for all expenses reasonably incurred by RIDOT in the defense, settlement or satisfaction thereof, including reasonable attorneys' fees arising in connection therewith. If so directed, Contractor shall, at Contractor's expenses, defend against any of these claims, in which event Contractor not without the prior consent of RIDOT, raise any defense involving in any way jurisdiction over RIDOT, immunity of RIDOT, the governmental nature of RIDOT or the like. With regard to any claim, to which Contractor is required to indemnify RIDOT hereunder, Contractor hereby releases any right that it may have against RIDOT for indemnification, contribution or other form of cost recovery, whether based on statute or common law.

Survival of Right to Indemnification/ Scope of Indemnity: Termination or expiration of the Ferry services Agreement shall not release Contractor from its respective obligations hereunder and neither the enumeration in this Agreement of particular risks assumed by Contractor or of particular claims for which it is responsible shall be deemed:

A. To limit the effect of the provisions of this section or of any other sections of this Agreement relating to such risks or claims;
B. To imply that Contractor assumes or is responsible for risks or claims solely of the type enumerated in this Agreement;
C. To limit risks which Contractor shall have been deemed to assume or the claims for which it would be responsible in the absence of such enumerations.

Third Party Beneficiaries: Nothing contained in this Agreement is intended for the benefit of third persons.

Notice of Injury, Damage and/or Claims: Contractor shall keep an accurate record of all accidents, injuries or damages to persons and/or property involving the vessel or the terminals and shall provide prompt notice of all such matters and of any and all claims, suits or actions against RIDOT. Contractor shall take all necessary steps to record all reports of injuries, accidents, damages, claims and legal proceedings, and shall perform such investigations, inspections and keep such records as may be necessary to document all such matters.

Non-Exclusivity of Remedy: Notwithstanding these provisions, RIDOT shall retain the right to elect any other remedy available at law or in equity of the event of a default or continued defaults by Contractor, including, but not limited to declaring Contractor in breach of contract in accordance with this Agreement and to exercise all rights provided herein.

Default by Contractor: The occurrence of any of the following events shall, unless such occurrence is cured, constitute and "Event of Default" hereunder:

A. Failure to provide any Ferry Services as required under this Agreement;

B. Failure to provide ticket reconciliation and reconciliation of passenger counts to RIDOT;
C. Failure to provide RIDOT with access to books and records concerning the Ferry Services as provided in the Agreement;
D. Failure to perform any other obligation set forth in this Agreement;
E. Failure to maintain the required insurance as cited.

Notwithstanding anything herein to the contrary. In no event shall Contractor be deemed in breach of its obligations hereunder if it is unable to provide the Ferry Services as a result of the vessel requiring major repairs, or otherwise not being available for seaworthy service, not directly attributable to the negligence of the Contractor.

Right to Cure: RIDOT shall provide Operator with written notice of any event of default. Commencing on the date that the notice was sent to Operator, the Operator shall have TEN (10) calendar days to cure a monetary default and THIRTY (3) calendar days to cure a non-monetary default.

Remedies: If Operator fails to cure an event of default, RIDOT shall have the following rights and remedies in addition to all of its rights at law, inequity, and as elsewhere provided in this Agreement.

A. The right to take over and perform all or any part of the Ferry Services and other obligations to be performed by the Contractor, either directly or through other contractors; and
B. The right to cancel further performance of Contractor as to any or all of the services and obligations of Contractor yet to be performed; and
C. The right to specific performance, restraining order, injunction or any other appropriate equitable remedy: and
D. The right to money damages for all losses and damages, including consequential damages sustained by RIDOT as a result of such breach. Nothing in this Agreement shall be deemed to limit any other rights or remedies which RIDOT would otherwise have. No exercise by RIDOT of any right or remedy shall operate as a waiver of any other of its rights or remedies or to restrain RIDOT from exercising such other rights or remedies.

No Limitation of Rights: Nothing in this Agreement shall be deemed to limit any other rights or remedies which RIDOT would otherwise have. No exercise by RIDOT of any right or remedy shall operate as a waiver of any other of its rights or remedies to restrain RIDOT from exercising such other rights or remedies.

No Assignment: Any assignment or other purported transfer by either party of this Agreement or any part hereof or of any rights hereunder or of any monies due or to become due hereunder and any delegation of any duties hereunder without the express consent in writing of the other party shall be void and of no effect, provided, however, that with the approval of RIDOT, Contractor may subcontract portions of its performance to such persons as Contractor, from time to time, determine.

Representation of Contractor: Contractor herby certified that neither it nor any individual on Contractor's Board has been indicted or convicted in any jurisdiction; or suspended or debarred or otherwise disqualified from entering into contracts with any governmental agency; has had a contract terminated by any governmental agency for breach of contract or for any other cause related directly or indirectly to indictment of conviction.

Commissions/ Collusion: No person or selling Agency has been employed or retained by Contractor to solicit or secure this Agreement on the understating that a commission percentage, brokerage contingent or other fee will be payable to such person or selling agency. The Contractor Proposal was prepared independently without collusion, consultation, communication or agreement, or the purpose of restricting competition, as to any other matter relating to such persons with any other proposer or with any competitor and the costs or prices quoted in the Contractor Proposal were not knowingly disclosed by Contractor directly or indirectly, to any other proposer or competitor and no attempt has been made and none will be made by Contractor to induce any other person, partnership or corporation to submit or not to submit a proposal to RIDOT for the performance of Ferry Services.

Modifications: No change or modification of this Agreement, in whole or in part, shall be effective unless in writing and is signed by both parties.

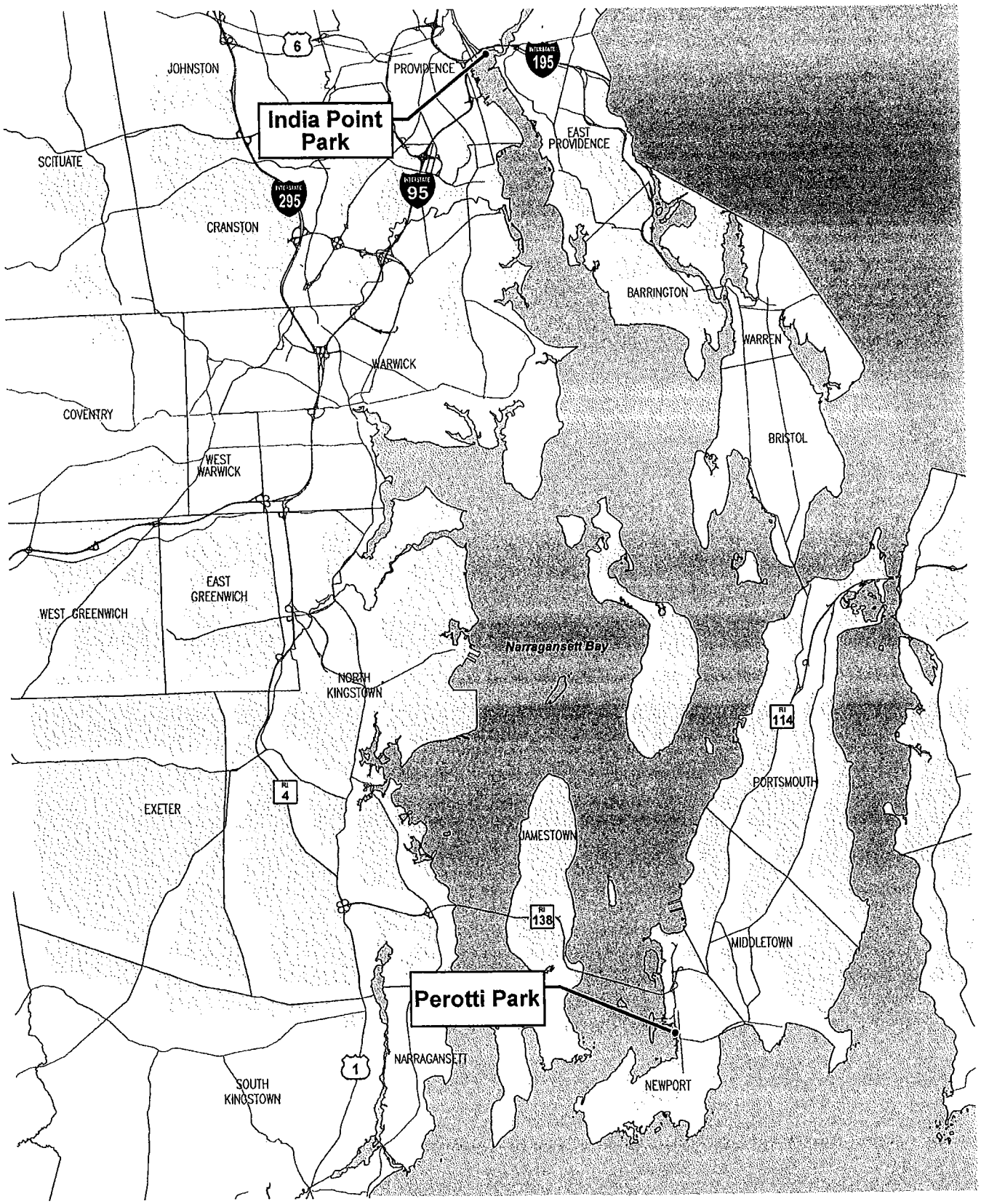
Non-Discrimination: Contractor hereby covenants and agrees to and with RIDOT that its operations and policies shall conform in all respects to the following:

A. No person shall be deprived of the right to occupy or use any portion of the vessel or docking sites by reason of race, sex, color, creed, national origin or sexual orientation;

B. There shall not be effected or executed by Contractor or any nominee, any agreement, lease or other instrument whereby the use or occupancy of docking sites, or any part thereof, is restricted upon the basis of race, sex, creed, color, national origin or sexual orientation.

-END OF SCOPE -

\\Ri-data\checkin\13286.01\graphics\FIGURES\FERRY ROUTES\13286.01 Ferry Route.dwg



Ferry Landing Sites
RIDOT Ferry Service Within
Narragansett Bay
Rhode Island

Figure 1

0 1.5 3 Miles

\\whb\proj\Boston\13286.02\graphics\FIGURES\Ferry Site Detail Map.dwg

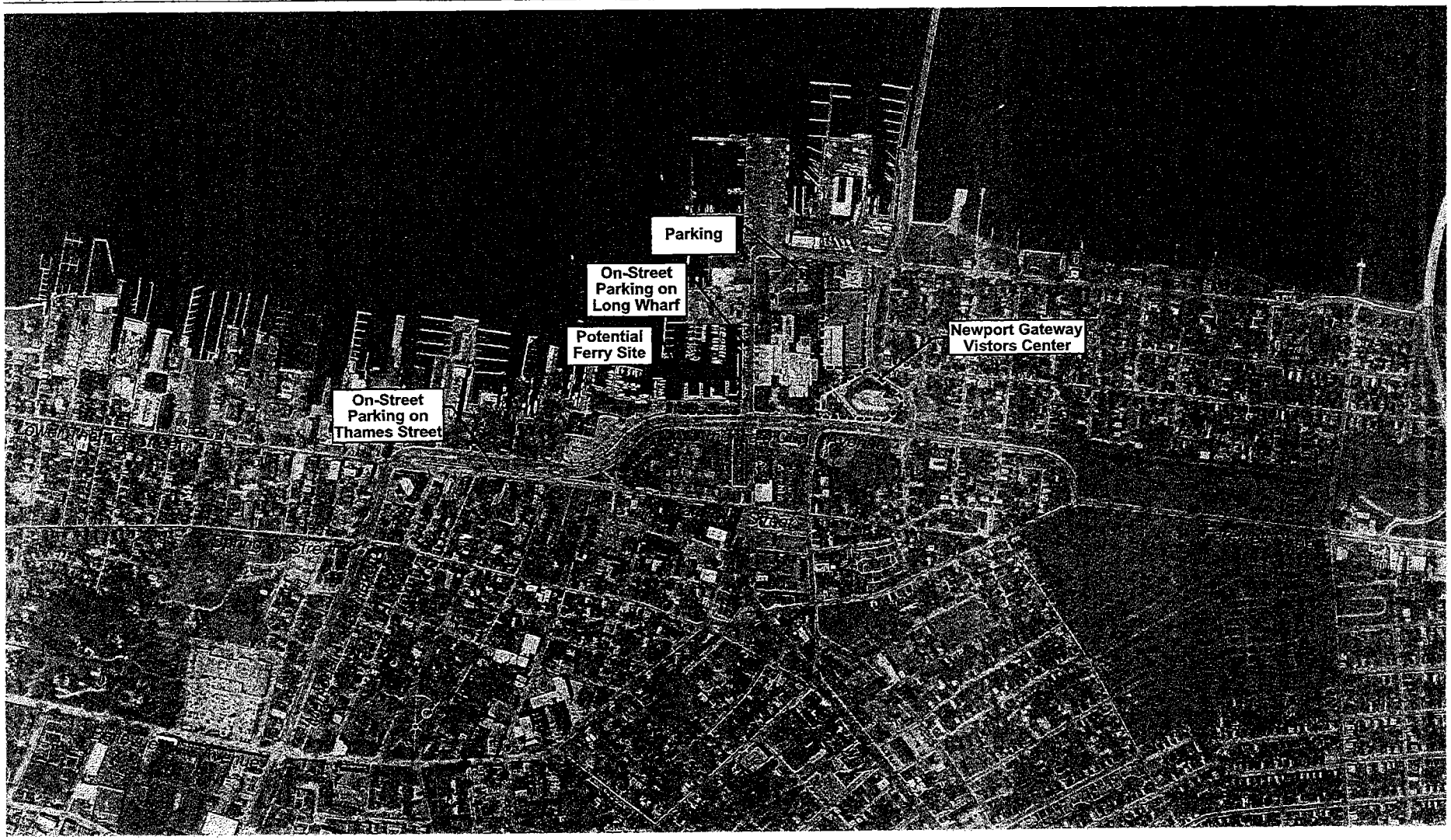
0 200 400 Feet

Potential Ferry Site

Providence, RI

Figure 2

\\vhb\proj\Boston\13286.02\graphics\FIGURES\Ferry Site Detail Map.dwg



0 250 500 Feet

Potential Ferry Site

Newport, RI

Figure 3

CONSULTANTS

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

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

INSTRUCTIONS FOR CERTIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

_____

_____

_____ _____

Signature of Authorized Agent Date

Certification for Federal-Aid Construction/Consultant Contracts

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

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

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

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

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

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

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

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

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

2. Identify the status of the covered Federal action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:
   - ☐ a. contract
   - b. grant
   - c. cooperative agreement
   - d. loan
   - e. loan guarantee
   - f. loan insurance

2. Status of Federal Action:
   - ☐ a. bid/offer/application
   - b. initial award
   - c. post-award

3. Report Type:
   - ☐ a. initial filing
   - b. material change

   For Material Change Only:
   year _____ quarter _____
   date of last report _____

4. Name and Address of Report Entity:
   ☑ Prime ☐ Subawardee
   Tier ___, if known:

   Congressional District, if known:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

   Congressional District, if known:

6. Federal Department Agency:

7. Federal Program Name/Description:

   CFDA Number, if applicable: _____

8. Federal Action Number, if known:

9. Award Amount, if known:

   $

10. a. Name and Address of Lobbying Entity:

    (if individual, last name, first name, mi):

10. b. Individuals Performing Services (including address if different from No. 10a)

    (last name, first name, mi):

11. Amount of Payment (check all that apply)

    $_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
    - ☐ a. cash
    - ☐ b. in-kind; specify: nature _____
      value _____

13. Type of Payment (check all that apply):
    - ☐ a. retainer
    - ☐ b. one-time fee
    - ☐ c. commission
    - ☐ d. contingent fee
    - ☐ e. deferred
    - ☐ f. other; specify: _____

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

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

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. this disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

    Signature: _____

    Print Name: _____

    Title: _____

    Telephone No: _____ Date: _____

For Federal use Only:

Authorized for Local Reproduction
Standard Form – LLL-A

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

CONFLICTS DISCLOSURE POLICY

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

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

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: _____

_____

I, _____hereby certify as follows:

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

PLEASE CHECK THE APPROPRIATE BOX:

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

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

NAME	TITLE	RIDOT DIVISION

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

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

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

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

_____

SIGNATURE **DATE**

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

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

Dated: 6/27/2011

CERTIFICATION FOR TITLE VI ASSURANCE

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

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

set forth below:

1. The Certificate.

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

2. Certification.

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

(a) Compliance with Regulations:

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

(b) Nondiscrimination:

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

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

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

(d) Information and Reports:

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

(e) Sanctions for Noncompliance:

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

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

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

(f) Incorporation of Provisions:

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

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