



**REQUEST FOR PROPOSAL (RFP) – BID# 7598676**

**ON-CALL ENGINEERING SERVICES FOR TRAFFIC DESIGN TASK ORDER PROGRAM**

**SUBMISSION DEADLINE: Friday, April 05, 2019 at 1:00 PM (ET)**

**PRE-BID CONFERENCE:**  NO  
 YES **Tuesday, March 19, 2019 at 9:30 AM (ET)**

**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:** Assistant Administrator

**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](http://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**



**ON-CALL ENGINEERING SERVICES FOR TRAFFIC DESIGN  
TASK ORDER PROGRAM**

**Rhode Island Department of Transportation  
Providence, RI**

**March 2019**



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Rhode Island Department of Transportation  
Office of Project Management

Solicitation # 7598676

Request for Technical Proposals for  
On-Call Engineering Services for Traffic Design  
Task Order Program  
Disadvantage Business Enterprise Goal = 10%

## 1. INTRODUCTION

Request for Proposals (RFPs) are hereby solicited by the State of Rhode Island Department of Administration (RIDOA)/Division of Purchases on behalf of the Rhode Island Department of Transportation (RIDOT) to acquire Traffic Engineering services under the On-Call Traffic Engineering Services Task Order Program

This procurement will result in multiple Indefinite Delivery/Indefinite Quantity (IDIQ) contracts with a not to exceed shared capacity of **\$5,250,000** for Traffic Design projects. RIDOT anticipates the award of three (3) contracts with a maximum contract value of \$1,750,000.00 each. These services will be procured in accordance with 40 U.S.C Chapter 11, Selection of Architects and Engineers, as implemented by FAR Subpart 36.6. The IDIQ contracts will be negotiated and awarded with a base period of two (2) years, and with three (3) one-year option periods that RIDOT reserves the right exercise. Task assignments will be assigned within the first 2 years of service. The final annual extensions will be utilized to complete the original engineering services. All services must be completed within the five-year contract term. It is anticipated that the contracts will be awarded in the Summer of 2019.

Firms responding to this request shall be of adequate size and sufficient staff and experience to perform a variety of Traffic Engineering Task Order assignments with varying complexities. Firms will be required to provide a Project Manager who will be available daily for the direct supervision of the staff performing the majority of the assignment and to act as the liaison between the firm and RIDOT for all Task Orders assigned to the firm. On-Call services under this selection shall be coordinated and managed under the direction of RIDOT'S Office of Project Management in conjunction with the Federal Highway Administration, applicable City and Town municipalities and other State Agencies as required.

## 2. PROJECT SCOPE

RIDOT is seeking to acquire consultant services to provide "on call/ as needed" traffic design engineering services as delineated in the Technical Requirements and Deliverables listed below. The selected firms will work under the direction of the RIDOT Office of Project Management in conjunction with the Federal Highway Administration, applicable City and Town municipalities and other State Agencies as required.

Firms must demonstrate a minimum of 5 years of Traffic Design engineering experience and principals (at least three (3) in managerial roles) within the firm must demonstrate ten (10) years of Traffic Design engineering experience and possess a working knowledge of all State and Federal transportation laws as well as RIDOT'S design and construction policies, procedures and standard specifications. As stated herein,

in accordance with RI General Laws, the selected firm must maintain the required registration in the State of Rhode Island as a Professional Engineer for the defined contract term.

### **3. TECHNICAL REQUIREMENTS AND DELIVERABLES:**

The traffic design services shall, in general, consist of the preparation of contract plans, specifications, quantities, and estimates for the work required. The development of the complete final design may be accomplished either through submission of a Design Study Report followed by the 30%, 90%, PS&E and Advertising plan submissions, or as otherwise instructed by RIDOT at the time of the work assignment.

Work may involve, but is not limited to: Signing and striping plans; conducting photogrammetric and field surveys (to establish benchmarks, reproduce property lines, etc.); Highway plans including location plans, general plans, drainage and utility plans, details, and cross section; traffic signal plans for proposed and existing signal systems including capacity analyses required to determine appropriate signal operation; conducting geotechnical investigations; Wetland flagging and permit applications; Right-of-Way (ROW) plans, plats, Structural Disposition (SD) lists, and descriptions; preparation of a hydraulic study and report, preparation of environmental coordination and/or permitting for all applicable permitting agencies; historical coordination and documentation; utility coordination and locating, if needed; preparation of Maintenance and Protection of Traffic Plans (MPT) and Traffic Management Plans (TMP); attendance at meetings; preparation of visual aids and presentations; Locating, testing, and identification of hazardous waste sites or material; preparation of engineering estimates, specifications, Distribution of Quantities (DOQ), and contract disks required for advertising; Review and approve shop drawings during construction for any equipment in the contract that requires shop drawing submittals; conduct Final Inspections and complete required documents, as required. Designs shall take into consideration constructability, sequencing, scheduling, and phasing, and address issues such as construction cost and duration of alternatives, inconvenience to the public and traffic maintenance. Work shall be coordinated with the applicable sections within RIDOT as required.

1. To perform other and similar services, in addition to or in amendment of the above, as shall be mutually agreed upon by the On-Call Traffic Design Task Order Consultant and RIDOT.
2. To permit RIDOT to review, at any time, all work performed under the terms of this Contract at any stage of the work, and to conform to all instructions and directives that may be issued by RIDOT.
3. To be responsible for the proper performance of the functions, duties, and services under this Contract, to furnish in such numbers at such time, and in such manner as RIDOT shall require, the services of personnel experienced in the pertinent fields of traffic engineering, as applicable, together with administrative and clerical personnel. Any person who is determined by RIDOT to be inexperienced, uncooperative, or whose separation from the project is deemed to be in RIDOT's best interest, shall be removed from the project payroll immediately upon RIDOT request.

4. To establish and maintain throughout the life of this Contract an office in or near Providence, Rhode Island, for the purpose of performing the work required, and also to assume all costs thereof, including all costs incidental to moving personnel to said office.
5. Upon request, the On-Call Traffic Design Task Order Consultant will furnish RIDOT with statements as to the experience record of any person employed under this Contract and the anticipated or actual duties to be performed by that person.
6. To keep separate accounts on an individual design project basis of all costs for engineering services under the terms of this Contract as performed by the On-Call Traffic Design Task Order Consultant, and to submit to RIDOT certified copies of payrolls and vouchers to be subject to audit by examination of the original records of the On-Call Traffic Design Consultant by RIDOT.
7. The requirements for drafting, plan materials, plats, etc. will be in accordance with the requirements of RIDOT'S Design Policy Memos.
8. The field notes, records, computations, work sheets, drawings, traffic data, correspondence, and all other property resulting from the operation of the On-Call Traffic Design Task Order Consultant will be the permanent property of RIDOT; the final payment by RIDOT to the On-Call Traffic Design Task Order Consultant will be withheld until the On-Call Traffic Design Task Order Consultant transfers all property to RIDOT.
9. That in any case total payments by RIDOT to the On-Call Traffic Design Task Order Consultant, under the terms of this Contract will not exceed One Million Seven Hundred Thousand and Fifty Dollars (\$1,750,000.00) and if RIDOT, after the expenditure of this sum, finds further need for the On-Call Traffic Design Task Order Consultant's services, such services may be authorized under conditions to be set forth in a supplemental agreement. The maximum contract term/value may not exceed established thresholds assigned to this On-Call Task Order Contract.
10. The On-Call Traffic Design Task Order Consultant will maintain the required registration in the State of Rhode Island as a Professional Engineer for the lifetime of this Contract.
11. As the work progresses, the workload handled by RIDOT may increase or decrease. RIDOT reserves the right to add or withdraw individual projects, or portions thereof under this Contract, in keeping with its workload, without regard to the status of completion of the individual projects.
12. When an individual project is removed from the work under this Contract, the On-Call Traffic Design Task Order Consultant will turn over to RIDOT all materials and records incidental thereto and will receive no further compensation for that project.
13. This initial Contract will have a completion date of TWO (2) YEARS after the date of authorization to commence work. RIDOT reserves the right to extend services annually for an additional THREE (3) years.

#### 4. PROJECT MILESTONE SCHEDULE

RIDOT currently anticipates conducting this procurement in accordance with the following milestones. This schedule is subject to revision and RIDOT reserves the right to modify this schedule as it deems necessary and at its sole discretion.

Advertise RFP	March 8, 2019
Pre-Proposal Meeting	March 19, 2019 at 9:30 am RI Dept. of Administration-One Capitol Hill Providence, RI 02908 (Conference Room A)
Deadline for Questions	March 27, 2019
Proposal Due Date	April 5, 2019 at 1:00 PM
Anticipated Contract Award	Summer of 2019

#### 5. ON-LINE PROPOSAL QUESTIONS

***There will be NO point of contact at RIDOT who will directly answer questions either in person, through e-mail, or by telephone.*** Questions regarding this solicitation shall be posted at RIDOT'S "Bidding Opportunities" web page accessible at: [www.dot.ri.gov](http://www.dot.ri.gov). Follow the link to Doing Business with Us ▶ Bidding Opportunities ▶ View All New Projects Available for Bid. Select the question mark "?" next to the applicable project to submit questions. Responses to questions will also be posted at this site. Questions will not be accepted after noon on **March 27, 2019**. Upon the close of questions, all questions received and responses posted by RIDOT will be subsequently posted as an addendum at the RIVIP website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) and will therefore be incorporated as part of this contract.

#### 6. ADMINISTRATIVE REQUIREMENTS AND NOTIFICATIONS

This is a Request for Technical Proposals, not an Invitation for Bid. The evaluation will be qualification based upon the merits of the submitted proposals. There will be no public opening of responses received by the Division of Purchases pursuant to this solicitation other than to list the firms that have responded. Proposers shall be responsible for thoroughly examining the RFP and addenda issued by the State and for being cognizant of any conditions that may affect the Proposer's compilation of its Technical Proposal or its performance of Contract obligations in the event it is awarded a Task Order contract. The State shall not be liable for any consequences of a Proposer's failure to fulfill these responsibilities. 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.

The State may investigate the qualifications of any Proposer for as long as the Proposal is under evaluation, may require confirmation of information submitted by the Proposer and may require the Proposer to submit additional documentation regarding its qualifications to perform the tasks required in the RFP. The State may exercise, at its sole discretion any of the following rights:

- a. Reject any or all Proposals at any time prior to the execution of the Contract
- b. Consider any relevant information from any source in evaluating the proposal
- c. Amend, modify, cancel, withdraw or issue a new RFP
- d. Modify the RFP, including the right to extend submission deadlines as deemed



appropriate. It will be the responsibility of the Proposer to consult <http://www.purchasing.ri.gov> for date changes and addenda

- e. The RFP does not commit the State to enter in to a Contract, even after Notice of Tentative Award, nor does it obligate the State to reimburse a Proposer for any costs incurred in preparation and submission of a Proposal or in anticipation of an award or execution of the Contract.

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 compliance 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.

RIDOT will not consider for award any Proposals submitted by any Respondents and will not consent to subcontracting any portions of the proposed Task Order Program to any subconsultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986 (IRCA). IRCA prohibits employers from knowingly hiring, recruiting, or referring for a fee any individual who is unauthorized to work in the USA.

In accordance with RIGL §§ 5-8-1 through 5-8-25, *at the time of proposal submission*, Respondents must be licensed and certified in the State of Rhode Island by the State Board of Registration for Professional Engineers and must employ a Professional Engineer (PE) registered in Rhode Island to be in "responsible charge" of the engineering services. Proof of Certification (COA) for your firm and individual Rhode Island Professional Engineer (PE) licenses MUST be included in the submission.

The Division of Design Professionals:  
**1511 Pontiac Avenue, Building 68-2**  
**Cranston, RI 02920**  
**401-462-9530 or [www.bdp.state.ri.us](http://www.bdp.state.ri.us)**

Pursuant to Section 7-1.2-1401 of the Rhode Island General Laws, foreign corporations (corporations without a Rhode Island address) must obtain a Certificate of Authority to conduct business from the Secretary of State's office. The office may be contacted at (401) 222-3040 or <http://sos.ri.gov/divisions/Business-Portal>. **If applicable, a copy of Respondent's Certificate of Authority must be provided prior to the award of the contract.**

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 ensure 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.

The successful 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 successful 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

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

**Firms responding as a PRIME Consultant may not respond as a Sub-consultant on another project team.**

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

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

Respondents must possess a working familiarity with the *State of Rhode Island Standard Specifications for Road and Bridge Construction*, as amended March 2018 and all subsequent revisions, which is currently available on-line @ <http://www.dot.ri.gov/business/bluebook.php> as well as all applicable RIDOT Department Policy Memos (DPMS) and RIDOT Memorandums To All Consultants (TACS).

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.

All costs associated with developing or submitting documents in response to this solicitation 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.

There shall be no reference to price or cost included in the Technical Proposal. Upon contract award, all services shall be initiated through assigned Task Orders with the specific scope of work disseminated by the RIDOT Project Manager. All *lump sum* negotiated costs shall be in compliance with the approved Task Order proposal. Only approved personnel shall be utilized on projects and any deviation in personnel status must be disclosed in writing to the Project PM for qualification approval.

## **7. DISADVANTAGED BUSINESS ENTERPRISES**

Each contract has been assigned a ten percent (10%) Disadvantaged Business Enterprise (DBE) Goal. The goal applies to the total contract value, i.e., it shall include Contract Change Orders. Firms will receive credit toward the DBE goal only when a DBE performs a Commercially Useful Function (CUF). A DBE performs a Commercially Useful Function when it is responsible for execution of the contract work or a distinct element of the work by actually performing, managing and supervising the work involved. In

addition, DBE firms must perform those services for which the firm has been approved for based upon the Primary North American Industry Classification System (NAICS).

A list of current Rhode Island State certified DBE firms may be obtained at the Rhode Island Office of Diversity, Equity & Opportunity website <http://odeo.ri.gov/>. DBE firms must be certified at the time the Proposal is submitted. A detailed disclosure of RI certified DBE firm(s) and proposed task assignment(s) to be performed must be included in the Technical Proposal along with a copy of current state certification letter(s). Questions regarding the program may be directed to Melissa Francisco, RIDOT Office of Civil Rights at 401-222-3260 ext 4925.

The Prime Consultant will be required to submit a Monthly DBE Utilization Report utilizing RIDOT's Civil Rights software, currently PRISM. There is no cost for the software. If your firm or Sub-Consultants require training on this software please contact Nathan Shapiro at 401-222-3260 ext 4410.

## 8. INSURANCE

The Consultant shall procure at their own expense and maintain for the contract term Professional Liability Insurance (\$2 million) Valuable Papers Insurance (\$150,000) and Workers Compensation Insurance (Coverage B - \$100,000); Railroad Protective Liability Insurance-as required.

***Each policy shall name RIDOT as an additional insured and waive subrogation against the State.***

## 9. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn at any time prior to the Proposal Due Date by means of a written request signed by the authorized representative of the Proposer. Such written request shall be delivered to the RI Department of Administration at the address cited below. The withdrawal of a Proposal will not prejudice the right of a Proposer to file a new Proposal provided that it is received before the time due on the Proposal Due Date.

## 10. DUE DATE, TIME AND LOCATION

Technical Proposals shall be submitted as follows:

Submit six (6) hard copies that are GBC or spiral bound. ***Do not submit three ring binders.*** Each hard copy shall include the complete proposal in pdf format submitted on CD-R attached to the inside cover of the proposal. The CD shall be clearly labeled with the solicitation number and project name. ***Thumb or flash drives are not acceptable.***

Proposals may be submitted utilizing U.S. Mail, express delivery service, or hand delivery and shall be in a sealed package marked: **Bid #7598676 – On-Call Engineering Services for Traffic Design Engineering Task Order Program by April 5, 2019 no later than 1:00 p.m. to:**

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

**Proposals received after the above referenced due date and time will not be considered**

A completed and signed RIVIP Bidder Certification Sheet must be included in each proposal. Respondents must create an account in order to download the required bidder certifications cover form required for all solicitations. The RFP is available for download at: <http://www.purchasing.ri.gov>. Failure to submit a

complete proposal submission inclusive of this document may result in disqualification. Assistance in registering and/or downloading the document may be obtained by calling (401) 574-8100 and requesting the RIVIP help desk for technical assistance. Office Hours are 8:30 am – 4:00 pm, Monday through Friday.

In addition to the RIVIP Bidder Certification Form, RIDOT also requires that the following six (6) forms be submitted by each Respondent and included in the Technical Proposal package.

One copy of the W-9 must be signed by an authorized agent of the Prime Consultant only.

REQUIRED FORMS		
Required Forms (except for W-9) are attached	PRIME CONSULTANT	SUB-CONSULTANT(S)
W-9 Form available @ <a href="http://www.purchasing.ri.gov">www.purchasing.ri.gov</a>	✓	
Debarment Form	✓	✓
Lobbying Form	✓	✓
Conflicts Disclosure Form-for Board of Directors, key personnel and anyone who has a potential conflict to disclose	✓	✓
Certification for Title VI Assurance	✓	✓
DBE Special Provision	✓	

**11. PROPOSAL FORMAT**

Proposals shall follow the requirements, format and organization described below. Submittals that do not follow the format prescribed below may be considered non-responsive and may be eliminated from further consideration.

- Proposals shall be printed on 8½"x11" white paper.
- Due to the volume of Proposals anticipated from this solicitation, RIDOT requests that Respondents adhere to the 30-page guideline.
- Drawings, charts, exhibits or graphical information may be submitted on 11"x17" paper (folded to 8½"x11") and will not be included in the page guideline.
- Tabs shall separate sections with the sections corresponding to the order set forth in below.

## 12. PROPOSAL ORGANIZATION

The Technical Proposal shall be organized as follows:

SECTION 1 (PRIME)	Included in 30 Page Guideline
RIVIP Form	No
Transmittal Letter	No
Table of Contents	No
Certificate of Authorization	No
P.E. Licenses/Certifications	No
Required Forms - Lobbying, Debarment, Conflicts Disclosure, Title VI Assurance, DBE Special Provision	No

SECTION 2 (PRIME)	Included in 30 Page Guideline
Resumes or SF 330 Section E for key personnel	No
Organizational Chart (including Sub-Consultants and the services they will provide)	Yes
Current Workload - List ALL current RIDOT projects, including Task Order projects, value, and estimated completion dates or projects of similar scope and value for new Firms not currently doing business with RIDOT	Yes
Quality Assurance/Quality Control Procedures	Yes
List of Projects or SF 330 Section F which best illustrate Proposed Team's qualifications for this project	Yes

SECTION 3 (SUB-CONSULTANTS/DBEs)	Included in 30 Page Guideline
Transmittal Letter from the Sub to the Prime describing proposed services to be provided	No
Resumes or SF 330 for key personnel	No
Current Workload - List ALL current RIDOT projects, including Task Order projects, value, and estimated completion dates or projects of similar scope and value for new Firms not currently doing business with RIDOT	Yes
Certificate of Authorization	No
P.E. Licenses/Certifications	No
Required Forms - Lobbying, Debarment, Conflicts Disclosure, and Title VI Assurance	No
DBE Certification Letter from State Office of Diversity, Equity & Opportunity	No

### 13. TRANSMITTAL LETTER

Respondents shall include a Transmittal Letter on their firm's letterhead and signed by an authorized representative of the firm. This person shall be the contact point for all communications from RIDOT related to this RFP.

- Provide the name of each company comprising the Consultant Team, including Sub-Contractors and proposed DBE Firms, identify the services each firm will provide and identify the *Lead Engineer and Project Manager* who shall be responsible for the delivery of Task Orders assignments on time, on budget, and in accordance with the contract provisions.
- Provide the name, title, address, telephone and electronic mail address of the Consultant Team's Principal Contacts. The proposed team must remain constant throughout the life of the Task Order Program. RIDOT must be informed of any changes in personnel and/or if in the event key personnel are no longer available, RIDOT reserves the right to terminate this agreement.

### 14. QUALIFICATIONS OF PROJECT TEAM

#### FIRM QUALIFICATIONS

In accordance with RI General Laws, the selected consulting firms must maintain a license to practice Professional Engineering in the State of Rhode Island for the defined contract term. This requirement shall apply to both the Prime Consultant and Sub-consultants.

- ✓ Firms must demonstrate a minimum of 5 years of Traffic Design engineering experience and principals (at least three (3) in managerial roles) within the firm must demonstrate ten (10) years of Traffic Design engineering experience and possess a working knowledge of all applicable State and Federal transportation laws as well as RIDOT'S design and construction policies, procedures and standard specifications.
- ✓ Provide at least 3 Projects with a minimum **construction** cost of \$3 million completed by the Primary Consultant within the past ten (10) years. Firms that have not been in existence for 5 years, must have principals within the firm (at least 3 in managerial roles) that have served as the lead design engineer on at least three (3) projects with a minimum construction cost of \$3 million completed within the past ten (10) years. For each project, provide the project name, owner's name, address, principal contact with current phone number and email address, dates of design/construction, construction value and description of the work involved.
- ✓ Provide the firm's current projects and indicate if they are on schedule; list upcoming projects and their anticipated start and completion dates; demonstrate your capacity to take on additional work.
- ✓ List the firm's office locations, where key personnel will be located, and how the coordination (with an emphasis on QA/QC) among the team and subcontractors will be managed and integrated.

RIDOT will assess each Consultant's technical capacity and relative size in relationship to the specific project category. Given the on-call nature of these services and the workload anticipated, consulting firms selected must possess the capability and capacity to manage numerous Task Orders with varying degrees of complexity simultaneously.

## STAFF QUALIFICATIONS

- ✓ Provide resumes (or Standard Form 330) for each Key Team Member showing relevant education, training and license(s), intended contract role, and both past and recent experience (within the last five years) particularly with respect to comparable experience on similar projects, with a focus on the ability to deliver such projects on time and on budget.

Key Personnel: At a minimum, the following key personnel performing the functions described below shall be identified and resumes provided:

- Project Manager – This individual shall be responsible for contract management and the coordination and direct supervision of the staff performing the Task Order assignments. He/she will also act as the liaison between the firm and RIDOT for all Task Orders assigned to the firm.
- Lead Design Manager - This individual will be responsible for coordinating the individual design disciplines and ensuring the overall Project design is in conformance with the Contract Documents and applicable design standards. This individual must be a registered, licensed, Professional Engineer in the State of Rhode Island. Provide P.E. license registration(s), certification(s) and training for this individual.

The Project Manager and the Lead Design Manager may be the same individual.

**Sub-Consultant Qualifications:** Provide a Cover Letter from the Sub-Consultant to the Prime prefacing each separately tabbed sub-consultant proposal outlining the services to be provided. Include resumes of key personnel including identification of the Project Manager to be assigned per Project Category; include P.E. licenses and Certificate of Authorization.

**Organizational Chart:** Provide an organizational chart for the entire proposed team including Sub-Consultants and the services they will provide. The chart shall also delineate the "chain of command" and identify the major functions to be performed and their reporting relationships in managing Task Orders. The chart shall identify the Project Manager and the Design Manager

**Quality Assurance & Quality Control (QA/QC):** Submit the Firm's Quality Assurance & Quality Control (QA/QC) procedures. Provide a brief narrative explaining the Quality Control Plan process and the approach to implementing Design QC, a description of how the Quality Control function will be organized, including the name of the QC manager and a description of how the QC Plan will operate, including how it will interface with Sub-Consultants and RIDOT.

**Past Performance:** RIDOT will consider each firm's performance evaluations for previous work on comparable projects within the Department, including the Task Order program. If the firm has not

previously provided Consultant services to RIDOT, submit a list of comparable work performed within the past 10 years (preferably for other State Departments of Transportation or municipalities). Include the client name, project contacts who can verify the information presented, original contract value for design, final contract value for design, construction cost, and project duration.

**Current Workload:** List all contracts the firm currently has with RIDOT, including Task Orders, the contract/Task Order amount, the anticipated completion dates, and list of projects on backlog. Firms that do not currently have contracts with RIDOT should include a list of contracts, contract amount and anticipated completion dates with emphasis on other State Departments of Transportation and/or municipalities and similar scopes of work.

## **15. TECHNICAL EVALUATION COMMITTEE**

A Technical Evaluation Committee (TEC), the majority of which must be currently employed by the State of Rhode Island, will be convened by RIDOT. The TEC will be comprised of a Chairperson and RIDOT technical personnel (Voting Members) assigned to evaluate and score all proposals. All members of the TEC will be required to execute a Conflicts Disclosure Statement prior to the Division of Purchases release of the Proposals. The Final Selection Recommendations will be presented to the State Architectural/Engineering Consultant Services Selection Committee for final approval. RIDOT reserves the right to use any appropriate technical resources to provide assistance in evaluating the submittals. Technical resources will act in an advisory capacity only and will not review or score any documentation.

## **16. EVALUATION PROCESS FOR PROPOSALS**

RIDOT, at its sole discretion, may conduct interviews, ask written questions of the Respondents, seek written clarifications and conduct discussions on the Proposals during the evaluation and selection process. RIDOT retains the option to determine which teams, if any, will be invited to make oral presentations. Respondents shall be aware that RIDOT reserves the right to conduct an independent investigation of any information, including prior experience, identified in a Proposal by contacting Project references, accessing public information, contacting independent parties, or by any other means.

## **17. TECHNICAL PROPOSAL EVALUATION CRITERIA**

Technical Proposals will be evaluated qualitatively based upon the criteria listed below. The selection criteria are intended to be informational, and all information required under the identified Sections will be evaluated.



Technical Proposal Selection Criteria	Points
<b>Qualifications of the Team</b>	
<p>The Lead Design Manager is a RI licensed Professional Engineer and has more than 20 years of experience on projects of similar scope; the majority of the proposed staff are RI licensed Professional Engineers; the PM has more than 20 years of relevant Project Management experience; All of the Sub-consultants have demonstrated exceptional depth of experience and knowledge with similar projects and the specific support services they will provide is clearly delineated in the proposal.</p>	21-25
<p>The Lead Design Manager is a RI licensed P.E. and has more than 15 years of experience on projects of similar scope; some of the proposed staff are RI Licensed Professional Engineers; The PM has more than 15 years of relevant project management experience; most of Sub-consultants have demonstrated very good depth of experience and knowledge with similar projects and the specific support services they will provide is included in the proposal.</p>	16-20
<p>The Lead Design Manager is a RI licensed P.E. and has more than 10 years of experience on projects of similar scope; several of the proposed staff are RI Licensed Professional Engineers; The PM has more than 10 years of relevant Project Management experience, and some of Sub-consultants have demonstrated good depth of experience and knowledge with similar projects.</p>	11-15
<p>The Lead Design Manager is a RI licensed P.E. and has 5 years of project experience but not in Traffic design; one or two members of the proposed staff are RI Licensed Professional Engineers; The PM is not identified in the proposal or has very little relevant Project Management experience; the Sub-consultants have demonstrated limited experience and knowledge with similar projects.</p>	6-10
<p>The Lead Design Manager is not a RI licensed P.E. and has little or no similar project experience; one or two members of the proposed staff are RI Licensed Professional Engineers; The PM is not identified in the proposal; the Sub-consultants have not demonstrated experience and knowledge with similar projects.</p>	0-5

Relevant Work Experience	Points
Firm (or at least 3 principals in managerial roles within the firm) have more than 20 years of relevant project experience	21-25
Firm (or at least 3 principals in managerial roles within the firm) have > 15 years but < than 20 years of relevant project experience	16-20
Firm (or at least 3 principals in managerial roles within the firm) have > 10 years but < 15 years of project experience but not in Traffic Design	11-15
Firm (or at least 3 principals in managerial roles within the firm) have met the minimum of 10 years of similar project experience	6-10
Firm has less than 5 years of similar project experience	0-5

<b>Past Performance</b> – <i>evaluated through RIDOT performance evaluations or self-reported for firms with no performance history at RIDOT. Self-reported performance may be verified by RIDOT through project references</i>	<b>Points</b>
Performance consistently exceeds <b>most</b> contractual requirements, i.e., most projects/Task Orders were completed ahead of schedule, under budget and with no major design issues or concerns	21-25
Performance exceeds <b>some</b> contractual requirements, i.e., some projects/Task Orders were completed ahead of schedule and under budget and with few major design issues or concerns for which the Consultant’s corrective actions were highly effective	16-20
Performance <b>meets</b> most contractual requirements, i.e., there were minor issues with projects/Task Orders being completed on-time and on-budget and with some design issues or concerns for which corrective actions taken by the Consultant were effective	11-15
Performance <b>meets some</b> contractual requirements, i.e., there were significant problems or issues with projects being completed on-time and on-budget and with significant design issues or concerns for which corrective actions taken by the Consultant were only somewhat effective	6-10
Performance <b>does not meet</b> contractual requirements, i.e., there were serious problems and issues with projects being completed on-time and on-budget and with serious design issues or concerns for which corrective actions taken by the Consultant were ineffective	0-5

<b>Current Workload and Capacity</b>	<b>Points</b>
The Firm manages its current workload highly effectively, its projects are on schedule and it has the capacity to undertake additional projects	21-25
The Firm manages its current workload effectively, has a minimal number of projects behind schedule, and has some capacity to undertake new work	16-20
The Firm manages its current workload somewhat effectively, has considerable difficulty keeping projects on schedule and limited capacity to undertake new work	11-15
The Firm is ineffective at managing its current workload, a considerable number of its projects are behind schedule, and it has minimal capacity to undertake new work	6-10
The Firm is ineffective at managing its current workload, most of its projects are behind schedule and it has no capacity to undertake new work	0-5
<b>TOTAL</b>	<b>100 points</b>

## 18. TASK ORDER SELECTION

All Consultant firms shall be provided a fair opportunity to be considered for Task Orders pursuant to the procedures outlined below. Task Orders for new work will be assigned during the first two (2) years with the stipulation that assignments initiated during the term of the contract will continue to completion of work. No new Task Orders will be assigned after two years from the start of the contract since it is unlikely that the work will be completed within the five-year contract term.

The RIDOT Office of Project Management will first examine the existing information already in its possession such as an awardee's original Technical Proposal, proposals submitted in response to previous Task Order Requests and current and past performance records. RIDOT's examination of existing information will be conducted considering the specialized and/or technical areas of the Task Order requirements and will be utilized to determine which awardees will be requested to submit a proposal for Task Orders.

Prior to assigning each Task Order, the Department will evaluate each selected firm to determine which firm is most qualified to perform the specific Task Order. Proposals will be evaluated on a "best value" basis utilizing the evaluation criteria outlined below. Work will be issued by negotiated firm-fixed price Task Orders. When determining which firm will be selected to negotiate a Task Order RIDOT will consider the following: 1. The Consultant's adherence to Task Order schedules, including administrative aspects of performance. 2. The Consultant's ability to adhere to Task Order budgets. 3. Unique/specialized experience and 4. Quality of performance under previous Task Orders. The total number of assignments for each firm may vary depending on the Department's needs. Once RIDOT determines which firm will be awarded a Task Order, the Office of Project Management may contact Consultants to identify resource availability.

Task Order Selection Criteria	Possible points	Points Awarded	Percentage Weight Factor	Total Points
<b>1. Past Performance (5%)</b>				
a. Ability to complete projects on-time and on-budget with RIDOT and/or references	0-10	10	5.0%	5.0
<b>2. Approach to Project (35%)</b>				
a. Level of understanding of project	0-10	10	17.5%	17.5
b. Innovative approach to project design and/or execution	0-10	10	17.5%	17.5
<b>3. Project Schedule (30%)</b>				
a. Demonstrated ability to meet or exceed RIDOT's timeline by providing milestones and associated dates.	0-10	10	15%	15.0
b. Identification of task(s)/issue(s) that could potentially impact the critical path for the project and propose mitigation alternatives	0-10	10	15%	15.0
<b>4. Project Manager / Project Team (25%) (including sub-consultants)</b>				
a. Ability to manage Project based on expertise, complexity, and type	0-10	10	7.5%	7.5
b. Identify team personnel and sub-consultant(s) describing their role in the project.	0-10	10	10%	10.0
c. Ability of Team/Sub-consultants to perform the project on time and on-budget	0-10	10	7.5%	7.5
<b>5. Capacity of Team to do Work (5%)</b>				
a. Provide current RIDOT workload of the team (including Task order and Non-Task order projects)	0-10	10	5.0%	5.0
<b>TOTAL SCORE</b>				100.0

**19. METHOD OF PAYMENT-** *Do not include costs or any references to cost in the Technical proposal.*

The method of payment for Task Orders shall be ***lump sum***. Costs shall be fully inclusive, i.e., include hourly rate, profit and overhead.

Hourly rate increases for personnel over the course of the contract term will be accepted provided they do not exceed the maximum hourly base rate currently at \$70.00/HR. Cost proposals for Task Orders shall utilize the RIDOT Work Breakdown Structure (WBS) or a method acceptable to RIDOT.

## 20. RESERVATION OF RIGHTS

RIDOT reserves to itself all rights (which rights shall be exercisable by RIDOT in its sole discretion) available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

- The right to cancel, withdraw, postpone or extend this RFP in whole or in part at any time prior to the execution by RIDOT of the Task Order Program contracts, without incurring any obligations or liabilities.
- The right to issue a new RFP.
- The right to reject any and all submittals, responses and proposals received at any time.
- The right to modify all dates set or projected in this RFP.
- The right to adjust the number and value of contracts based upon what the State determines to be in its best interest.
- The right to suspend and terminate the procurement process for the Project, at any time.
- The right to issue addenda, supplements, and modifications to this RFP.
- The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFP, including the right to seek clarifications from Respondents.
- The right to permit Respondents to add or delete firms and/or key personnel until such time as RIDOT declares in writing that a particular stage or phase of its review has been completed and closed.
- The right to appoint and change appointees of the Evaluation Team.
- The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
- The right to waive deficiencies, informalities and irregularities in a Proposal, review and accept a non-conforming Proposal or seek clarifications or supplements to a Proposal.
- The right to disqualify any Consultant firm that violates any Federal and/or State laws and/or regulations.

**21. NO STIPEND**

There will be no stipend offered to Respondents who are not selected to provide the requested services. All costs associated with developing or submitting documents in response to this solicitation and/or in providing oral or written clarification of its content shall be borne by the Respondent. All materials received in response to this RFP shall become the property of the State and shall not be returned.

**22. RHODE ISLAND ACCESS TO PUBLIC RECORDS ACT (APRA)**

All Proposals submitted to the State become the property of the State and are subject to the disclosure requirements of the Rhode Island Access to Public Records Act (APRA). Respondents are advised to familiarize themselves with the provisions of this Act to ensure that documents identified as confidential will not be subject to disclosure under APRA. In no event shall the State, the Director, or RIDOT be liable to a Respondent for the disclosure of all or a portion of a Proposal submitted pursuant to this request not properly identified as confidential.

**23. CONFLICT OF INTEREST**

Each Respondent shall require its proposed team members to identify potential conflicts of interest or a real or perceived competitive advantage relative to this procurement. Respondents are notified that prior or existing contractual obligations between a company and a federal or state agency relative to the Project may present a conflict of interest or a competitive advantage. RIDOT, in its sole discretion, will make a determination relative to potential organizational conflicts of interest or a real or perceived competitive advantage, and its ability to mitigate such a conflict. Failure to abide by RIDOT's determination in this matter may result in a proposal being declared non-responsive. Conflicts of interest and a real or perceived competitive advantage are described in state and federal law, and, for example, may include, but are not limited to the following situations:

- An organization or individual hired by RIDOT to provide assistance in the development of RFPs.
- An organization or individual with a present or former contract with RIDOT to prepare planning, environmental, engineering, or technical work product for the Project has a potential competitive advantage because such work product was not available to all potential Respondents.
- An individual in an organization has a familial relation, association or connection with an individual(s) currently employed at RIDOT.

**24. ETHICS IN PUBLIC CONTRACTING ACT**

RIDOT may, at its sole discretion, disqualify the Respondent from further consideration for the award of Task Order Program contract if it is found after due notice and examination by RIDOT that there is a violation of the RI Code of Ethics, Chapter 36-14.1 of the Rhode Island General Laws or any other statute involving the Respondent in the procurement of the contract.

**25. REQUIREMENT TO KEEP TEAM INTACT**

The team proposed by the Respondent, including but not limited to the Lead Consultant firm, the Project Manager, Lead Designer, and other individuals identified as Key Personnel shall remain on the Respondent's team for the duration of the Contract. Proposed changes must be submitted in writing to RIDOT. The Department will determine whether to authorize a change. Unauthorized changes to the Respondent's team at any time during the procurement process may result in the elimination of the Respondent from further consideration.

**26. INTERNAL CONTROL SYSTEMS**

All Respondents must have internal control systems in place that meet federal requirements for accounting. These systems must comply with requirements of 48 CFR 31, "*Federal Acquisition Regulations, Contract Cost Principles and Procedures*," and 23 CFR 172, "*Administration of Engineering and Design Related Service Contracts*."

**27. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and US DOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31 apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Respondent to the extent the Federal Government deems appropriate.

The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement,, submission, or d certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FHWA under the authority of 49 U. S. C. Chapter 53, the Government reserves the right to impose the penalties of 18 U S C § 1001 and 49 U S C § 5323(l) on the Consultant, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal Assistance provided by FHWA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**28. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Consultant acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or ward of the underlying Contract, absent the express written consent of the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Consultant or any other party (whether



or not a party to that Contract) pertaining to any matters resulting from the underlying Contract. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal Assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **29. ADA compliance**

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, the Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, the Consultant agrees to comply with any implementing requirements FHWA may issue.

## **30. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS**

These include but are not limited to:

- a. Nondiscrimination in Federal Public Transportation Programs: 41 CFR 60-4.3 prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b. Prohibition against Employment Discrimination: Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246 "Equal Employment Opportunity", September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex or national origin.

## **31. TERMINATION FOR CAUSE AND CONVENIENCE**

As outlined in The State of Rhode Island Standard Specifications for Road and Bridge Construction, as amended March 2018, with all subsequent revisions.

The State may terminate the entire Contract, or any portion thereof, when the Consultant is prevented from proceeding with the prescribed work for any of the following reasons:

- a. An Executive Order of the President of the United States with respect to the prosecution of war; in the interest of national defense; or any civil emergency or natural disaster.
- b. An Executive Order of the Governor of the State with respect to a natural disaster or civil emergency.
- c. Court orders relating to energy consumption, and orders or injunctions obtained by third party action resulting from national or local environmental protection laws.
- d. Discovery of unanticipated archaeological artifacts of a significant nature that would require extensive and time-consuming delays in the work for the purposes of identification, evaluation, and possibly recovery.

- e. Occurrence of an unanticipated environmental situation of a significant nature that would require extensive and time-consuming delays in the work for the purposes of identification, evaluation, and possibly mitigation.
- f. Any other circumstances beyond the control of either the Department or the Consultant that precludes the orderly prosecution or completion of the work and that is in the public interest. The Department shall terminate the Contract by delivering to the Consultant a Notice of Termination which shall specify the extent of the termination, the reasons therefore, and the effective date thereof.

### **32. TERMS AND CONDITIONS**

- a. Consultant firms shall permit RIDOT to review, at any time, all work performed under the terms of this Contract at any stage of the work, and to conform to all instructions and directives that may be issued by RIDOT.
- b. In its Statement of Qualifications, each Proposer shall identify Key Personnel that will be assigned to the project. Those identifications will be deemed a binding commitment that if the Proposer should receive a Contract, those Team Members identified will in fact fulfill the designated role. Proposers are precluded from substituting, replacing, or removing any of the Key Personnel without the written consent of RIDOT to do so. This applies for entire contract term.
- c. Consultant firms shall be responsible for the proper performance of the functions, duties, and services under this Contract, to furnish in such numbers at such time, and in such manner as RIDOT shall require, the services of personnel experienced in the pertinent technical fields described in the Scope of Work together with administrative and clerical personnel. Any person who, in RIDOT's opinion, is considered to be inexperienced, uncooperative, or whose services are not needed, or whose separation from the work would be in RIDOT's best interest, shall be removed from the project payroll immediately upon RIDOT request.
- d. Consultant firms, upon request by RIDOT, shall furnish statements as to the experience record of any person employed under this Contract and the anticipated or actual duties to be performed by that person.
- e. Consultant firms and their engineering sub-consultants shall maintain the required registration in the State of Rhode Island as a Professional Engineer for the lifetime of this Contract. Any non-engineering sub-consultants or sub-contractors shall also possess any required registrations pertaining to their type of business in the State of Rhode Island for the lifetime of the Contract.
- f. As the work progresses, the workload handled by RIDOT may increase or decrease. RIDOT reserves the right to add or withdraw individual Task Order projects, or

portions thereof under each Contract, in keeping with its workload, without regard to the status of completion of the individual projects

- g. When an individual project is removed from the work under this Contract, the Consultant shall turn over to RIDOT all materials and records incidental thereto and will receive no further compensation for that project.
- h. Monthly progress reports will be required in accordance with Design Section Policy. Briefly, progress reports must outline work accomplished; hours and costs expended; outstanding questions which require resolution. Payment invoices will be processed only if the required progress reports are current.
- i. Each Consultant shall provide written notification to the RIDOT Office of Project Management of any change in personnel and/or assignment regarding both Prime and Sub-Consultant(s) services for the lifetime of the Contract. The date of RIDOT's response shall serve as the effective date of service for any new personnel or re-assignment proposed.
- j. Firms awarded contracts under this solicitation will be required to submit an EEO Certificate of Compliance and a Contract Compliance Report to the State EEO Office for approval.
- k. In conformance with RIDOT TAC-0255, "Financial Statements for Professional Services Contracts", the selected Consultants will be required to submit a Financial Review Report to RIDOT for review. All financial documentation submitted will be kept confidential and on permanent file in the Contract Administration Office.

ROAD DESIGN CRITERIA FOR THIS PROJECT: The following design criteria are to be utilized in the development of all proposed solutions and the final selected design:

- 1) A Policy on Geometric Design of Highways and Streets, latest edition
- 2) AASHTO's "Policy on Design Standards- Interstate System", January 2005
- 3) AASHTO Guide for Design of Pavement Structures, latest edition
- 4) Highway Capacity Manual, latest edition
- 5) Manual on Uniform Traffic Control Devices, latest edition and amendments
- 6) Rhode Island Standard Specifications for Road and Bridge Construction, as amended March 2018 and all subsequent revisions <http://www.dot.ri.gov/business/bluebook.php>
- 7) Rhode Island Standard Details, 1998 and the RIDOT Standard Bridge Details, latest edition both with latest revisions
- 8) RIDOT Design Policy Memos (DPM) and "To All Consultants" (TACs) memos, latest revisions
- 9) Rhode Island Bridge Design Manual
- 10) RIDOT Traffic Design Manual
- 11) RIDOT CAD Standards Manual, latest revision
- 12) RIDOT Highway Design Manual, latest revision

- 13) AASHTO Standard Specifications for Highway Bridges, latest revision
- 14) Rhode Island Department of Transportation Action Plan
- 15) Rhode Island Department of Transportation Design Procedures for Pavement Design, with latest revisions
- 16) Federal-Aid Policy Guide (FAPG) 626, Pavement Design Policy
- 17) Federal-Aid Policy Guide (FAPG) 626, Design Standards for Highways
- 18) AASHTO Roadside Design Guide, 2011 or latest edition
- 19) 23 CFR Part 650, Bridges, Structures, and Hydraulics
- 20) 3R Policies for Collector Streets and Highways on the Federal Aid System in Rhode Island

DATA TO BE SUPPLIED BY THE DEPARTMENT OF TRANSPORTATION: (Electronic or Hard Copy):

- 1) Copies of all available bridge and highway plans, right-of-way plans, for most roadways are available at the Department of Transportation
- 2) RIDOT may provide all necessary pavement cores on this project, subject to crew availability
- 3) RIDOT Bridge Inspection Reports and photos and Bridge Load Rating Reports
- 4) Geotechnical Data if available
- 5) Traffic counts if available
- 6) Material test data if available
- 7) Historical photographs if available

Bid# 7598676

On-Call Engineering Services for  
Traffic Design Task Order Program

**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**

**ON-CALL FACILITIES/VERTICAL CONSTRUCTION - Bid: 7596553**

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.5 10, the prospective primary participant \_\_\_\_\_, being duly sworn (or executed under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

- a.) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily Excluded from covered transactions by any Federal department or agency;
- b.) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d.) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





Approved by  
03-48-0046

## DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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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.***

Bid# 7598676

On-Call Engineering Services for Traffic  
Design Task Order Program

Revised 5/2011

## DBE SPECIAL PROVISION

### DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR CONTRACTORS AND CONSULTANTS

With respect to the above numbered RIDOT project, I hereby certify that I am the

(Title) \_\_\_\_\_

and duly authorized representative of \_\_\_\_\_

whose address is \_\_\_\_\_

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_

I do hereby certify that it is the intention of the above organization to affirmatively seek out and consider Disadvantaged Business Enterprises to participate in this contract as contractors, subcontractors and/or suppliers of materials and services. I agree to comply with the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 26.

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the State Department of Transportation has reviewed and approved the affirmative actions taken by the above organization.

#### DEFINITIONS:

"Disadvantaged Business Enterprise," or "DBE", for purposes of this provision, means a for-profit small business concern certified by the Rhode Island Department of Administration, under U.S. Department of Transportation certification guidelines (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

A "Joint Venture", for purposes of this provision, is an association of a DBE and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

A "Manufacturer", for purposes of this provision, is a DBE that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

A "DBE Contractor" or "DBE subcontractor", for purposes of this provision, is a DBE that has entered into a legally binding relationship with an obligation to furnish services, including the materials necessary to complete such services.

A "Regular dealer" is a DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel, and stone, a DBE firm may be considered a "regular dealer" if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

A "Broker", for purposes of this provision, is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party.

"Race conscious" measures (goals) or programs are those that are focused specifically on *assisting* DBEs.

"Race neutral" measures or programs are those that are, or can be used to assist all small businesses, including DBE's.

"Small Business Concern" means, with respect to firms seeking to participate as DBE's in DOT-assisted contracts, a small-business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13CFR part 121), and that does not also exceed the cap on average annual gross receipts specified in Section 26.65(b).

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

- (h) If a firm is not currently certified as a DBE by the RIDOA at the time of the execution of the contract, RIDOT will not count the firm's participation toward any DBE goals, except as provided for in 49 CFR 26.87(i).
- (i) RIDOT will not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward the contract goal.
- (j) RIDOT will count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

#### **B. DBE Replacement and Termination:**

A Prime must provide the Department's OBCR with a copy of its "Intent to Substitute/Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OBCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OBCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate *good cause* and obtain written approval from the OBCR.

In accordance with 49 CFR § 26.53 *good cause* includes the following circumstances:

- (i) The listed DBE subcontractor fails or refuses to execute a written contract;
- (ii) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (iii) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
- (iv) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (v) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (vi) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (vii) The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- (viii) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (ix) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (x) Other documented good cause that you determine compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

#### **C. Monthly Payment Certifications:**

The Contractor shall provide monthly payment certification to the Department entitled "Certification of Progress Payment" Form. The Department shall provide the Contractor with the certification form as part of our electronic reporting software. The contractor is responsible for their subcontractors' compliance with the submission of their payment reporting by way of this software.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
  - i. "Black Americans," which includes persons having origins in any Black racial groups of Africa;
  - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
  - vi. Women;
  - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

**I. GENERAL REQUIREMENTS AND SANCTIONS:**

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its *DBE commitment during the construction period* will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by     percent, and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in C below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department or such remedy as the Department deems appropriate.
- C. Brokering of work by DBEs is not allowed and is a contract violation (unless DBE is a certified DBE broker). A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification distortion, or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in "C." above and referred to the U. S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U. S. C, Section 1001.
- D. The Disadvantaged Business listings or other available resources may be obtained at the Rhode Island Department of Transportation, Business and Community Resources Office, 2 Capitol Hill Rm 111, Providence, RI. And [www.ri.mbe.gov](http://www.ri.mbe.gov)
- E. The utilization of disadvantaged business enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the contractor will include:
  - a. The number of DBE contractors, subcontractors, and suppliers; and the type of work, materials, or services being performed on or incorporated in this project.
  - b. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
  - c. Documentation of all correspondence. Contacts, telephone calls, etc., to obtain the services of DBE on this project.
  - d. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
  - e. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification

at the time of the contract execution or the award of contract will be nullified.

## II. PRE-AWARD REQUIREMENTS:

- A. Prior to contract award and within 10 days from the opening of bids, the contractor/consultant shall as a minimum, take the following actions to meet the race-conscious goal, hereinafter referred to as the "contract goal", of not less than \_\_\_\_\_ percent of the contract value to DBE contractors, subcontractors, and/or suppliers:
- (1) Appoint an EEO Officer to administer the Contractor's DBE Obligations.
  - (2) Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
  - (3) Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
  - (4) Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith efforts (GFE) review to determine the extent of the prime's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26; Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
- (1) Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
  - (2) Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

## III. CONSTRUCTION PERIOD REQUIREMENTS

### A. Counting of Participation and Commercially Useful Function (CUF)

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with a DBE participant will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for counting DBE participation toward meeting the contract goal stated herein are set forth below:

- (1) When a DBE participates in a contract, RIDOT will count only the value of the work actually performed by the DBE toward DBE goals.
- (2) RIDOT counts the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT includes the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
- (3) RIDOT counts the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- (4) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- (5) When a DBE performs as a participant in a joint venture, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- (6) RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.



(a) A DBE performs a *commercially useful function (CUF)* when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(b) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, RIDOT examines similar transactions, particularly those in which DBEs do not participate. Any firm found to be acting as an extra participant or aiding such practice pursuant to fulfilling a contract commitment is subject to sanctions under Section I.C.

(c) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, RIDOT must presume that it is not performing a commercially useful function.

(d) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c) (3) of this section, the DBE may present evidence to rebut this presumption. RIDOT may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

(e) RIDOT's decisions on commercially useful function matters are subject to review by the concerned operating unit of the USDOT, but are not administratively appealable to USDOT.

(f) RIDOT will consider the following factors in determining whether a *DBE trucking company* is performing a commercially useful function: (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(i) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(ii) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(iii) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(iv) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

Example to this paragraph (f) (iv): DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z.

(v) For purposes of this paragraph (f), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(g) RIDOT will count *expenditures with DBEs for materials or supplies* toward DBE goals as provided in the following:

(i) If the materials or supplies are obtained from a *DBE manufacturer*, RIDOT will count 100 percent of the cost of the materials or supplies toward DBE goals.

(ii) If the materials or supplies are purchased from a *DBE regular dealer*, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.

(iii) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of *fees or commissions charged for assistance in the procurement* of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services.

**D. Joint Check Procedure for DBEs**

A prime must receive written approval by the Department's OBCR administrator before using a joint check for materials/supplies called for under a subcontract with a DBE. Joint check requests shall be submitted by the prime to the Department's OBCR in writing along with a Joint Check Affidavit and the subcontract agreement. The following are general conditions that must be met regarding joint check use:

- a. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE.
- b. The second party (typically the prime contractor) acts solely as a guarantor.
- c. The DBE must release the check to the supplier.
- d. The subcontract agreement must reflect the total contract value, including the cost of materials and installation; actual payments for work performed by the DBE may reflect labor only.
- e. The DBE remains responsible for negotiation of price, determining quality and quantity and ordering materials.

**IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE**

Prior to receiving final payment, the Contractor shall provide to the resident engineer certification of the dollars paid to each DBE firm, using Form "DBE Request for Verification of Payment". The certification shall be dated and signed by a responsible officer of the contractor and by the DBE. Falsification of this certification will result in sanctions listed in Section I.C. and I.D. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OBCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and the subcontractor on the Certification of Progress Payment Form, the Prime Contractor shall release all retainage held by the Prime Contractor, within 30 days of satisfactory completion of the subcontractor's work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.

\_\_\_\_\_  
(Signature of Contractor or Consultant)

Date: \_\_\_\_\_



**USDOT Standard Title VI/Nondiscrimination  
Assurances for Contractors  
DOT Order 1050.2A**

I, \_\_\_\_\_, \_\_\_\_\_, a duly  
authorized representative of \_\_\_\_\_  
do hereby certify that the organization affirmatively agrees to the provisions set forth by U.S. DOT  
Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
  
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on

- the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
  - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**Last Update: November 2017**