



REQUEST FOR PROPOSAL (RFP) – BID# 7598895

CONSULTANT SERVICES TO PROVIDE ITS TECHNICAL SUPPORT SERVICES FOR RIDOT TRAFFIC MANAGEMENT CENTER

SUBMISSION DEADLINE: Monday, August 26, 2019 at 11:30 AM (ET)

PRE-BID CONFERENCE: [] NO [X] YES Tuesday, July 30, 2019 at 9:00 AM (ET)
Mandatory: [X] 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.
Location: RI Department of Transportation, Transportation Management Center - Room 126
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.

SURETY REQUIRED: NO

BOND REQUIRED: NO

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

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

THIS IS NOT A BIDDER CERTIFICATION FORM



**PROFESSIONAL CONSULTANT SERVICES AND ITS TECHNICAL
SUPPORT TO THE RIDOT TRANSPORTATION MANAGEMENT
CENTER**

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

July 2019

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Rhode Island Department of Transportation

Transportation Management Center

Solicitation # 7598895

Request for Technical Proposals for Professional Consultant Services and ITS Tech Support for the
RIDOT TMC

Disadvantage Business Enterprise Goal = 10%

A. INTRODUCTION

The Rhode Island Department of Transportation (RIDOT) has a Transportation Management Center (TMC) which has been in operation since 1998 and uses *Rhode WAYS* in conjunction with various Intelligent Transportation System (ITS) technologies in its efforts to achieve its overriding goals of facilitating efficient transportation operations and improved roadway safety statewide.

RIDOT has procured professional consultant services to provide on-site technical, operational, and engineering support services to the TMC. The purpose of this RFP will be to continue to provide ongoing support services for best conformance to guiding documents such as the RIDOT ITS Strategic Deployment Plan and the Rhode Island Statewide ITS Architecture.

CONTRACT TYPE/TERM: This procurement will result in one contract award. The base contract term shall be THREE years with an option to renew services annually for a maximum of (2) TWO additional one-year terms; contingent upon: 1) results and recommendations generated through this contract and 2) the State's satisfaction and acceptance of the selected Consultant's services.

CONFLICT OF INTEREST: The successful Consultant will be assigned to participate in a wide variety of RIDOT TMC and ITS-related activities. Due to this significant role, the successful Consultant and any Subconsultant(s) will be precluded from participating in any resultant TMC/ITS solicitations derived from RFPs prepared by the Consultant as part of this contract. RIDOT will be the sole judge as to whether or not any conflict of interest exists.

B. PROJECT SCOPE:

Professional and technical services solicited in this contract shall include, but are not limited to, providing strategic development, planning, and engineering support for ITS and the TMC; designing, implementing, and maintaining several types of ITS equipment; providing technical, strategic, and maintenance support services for the TMC; performing ITS and TMC operational testing, researching and reporting on ITS and TMC technology and operations; evaluating existing and proposed ITS and TMC systems, and facilitating/providing collaborative and partnership support and development for ITS and the TMC. These tasks support crucial technical and programmatic aspects of the TMC.

This contract will require a minimum of FOUR (4) full-time staff for "on-site" presence in the TMC Monday through Friday (2-Field Technicians, 1-Project Engineer, and 1-Staff Engineer). Of these staff, one staff person shall be "on-call" 24/7 to provide assistance as/when circumstances warrant. The project shall

also be assigned a designated off-site Project Manager who will be required, at a minimum, to meet weekly with the TMC Manager/ or his/her designee , to attend scheduled monthly progress reporting meetings with the TMC Manager, as well as to attend any other meetings called by the TMC Manager or other RIDOT officials.

Because of the advanced technology involved in meeting the goals and objectives of the TMC and its *RhodeWAYS program*, the selected respondent shall demonstrate not only significant technical capabilities as cited above but also the commitment and flexibility to provide the level of on-site and off-site support services required in this Scope of Work and as required by the TMC Manager.

A broad range of work assignments are anticipated under this contract, requiring technical expertise with legacy, current, and emerging ITS technologies, equipment, and operations (including networking and communications to support ITS), as well as TMC planning, design, operation, and maintenance. Respondents must describe in detail how they propose to address or perform each of the tasks in the following functional areas. The tasks listed under each functional area detail general and specific task assignments; however, work requirements may not be limited to the tasks as described.

I. **PARTNERSHIP/COLLABORATION SUPPORT SERVICES:**

Shall include, but not be limited to, the following:

- a. Providing ITS- and TMC-related technical input, advice, and assistance to internal RIDOT offices including but not limited to the Project Management Division, the Highway and Bridge Maintenance Division, Office of Communications/Public Affairs, Office of Management Information Systems (MIS), Contract Administration Section, Office of Performance Metrics, Chief Engineer's Office, Traffic Research/Data Unit, and all other offices and sections as needed, as well supportive services at the back-up TMC located at RIDOT'S Highway and Bridge Maintenance Headquarters, 360 Lincoln Avenue, Warwick RI 02888.
- b. Providing RIDOT ITS- and TMC-related technical input, advice, and assistance to external partner agencies and associated parties including but not limited to the Rhode Island Division of Statewide Planning; Division of Information Technology (DoIT), Department of Public Safety (RISP, E911; etc.), the Rhode Island Emergency Management Agency (RIEMA), the RI Turnpike and Bridge Authority (RITBA), and the Ocean State Higher Education Economic Development and Administrative Network (OSHEAN, Inc.)
- c. Providing video sharing integration services with RIDOT partners and stakeholders; including Memoranda of Understanding/Memoranda of agreement development for each partner.
- d. Planning, scheduling, and arranging for RI Incident Management Task Force meetings, developing meeting topics/agendas, and providing in-meeting consulting services.
- e. Providing support to the RI Congestion Management Task Force through the provision of appropriate information gleaned through data mining and performance measures analysis. Such data/information shall also be provided to other RIDOT offices and external parties when appropriate and as directed for congestion management support.

- f. Providing RIDOT ITS- and TMC-related collaboration services with other parties including but not limited to the University of Rhode Island (URI), data providers (e.g., Waze, INRIX, Here, TomTom, etc.), ITS Rhode Island, New England ITS, and similar groups.
- g. Providing engineering and maintenance support to the ITS Interactive Traveler Assistance System (ITAS) at the T.F. Green Airport, the backup TMC located at RIDOT Maintenance Headquarters, the Wickford Junction Train Station, the Richmond Welcome Center, and any other partner agency locations that exist outside of the RIDOT TMC, including any that may arise during the term of the contract. Engineering and maintenance support shall include but may not be limited to ITS and video camera hardware and server equipment maintenance and upgrades, replacement of defective such equipment, and provision of software updates and configuration changes as needed or requested.

II. **TELECOMMUNICATION AND SUPPORT SERVICES**

Shall include, but not be limited to, the following:

- a. Providing technical guidance for the planning, analysis, evaluation, implementation, and maintenance of/for ITS and TMC communications.
- b. Developing communication plans and architectures that incorporate wide area network (WAN) and/or local area network (LAN) technologies as needed to address RIDOT's ITS/TMC communication needs.
- c. Assisting with CCVE image integration into appropriate outlets and systems, including but not limited to those inside the TMC, at partner agencies (such as E-911 for the Department of Public Safety), on the RIDOT website and the use of media.
- d. Assisting with frequency coordination / FCC license filing where needed for ITS communications and technologies such as HAR, DSRC for traffic signals, connected vehicles, etc.
- e. Evaluating and recommending products and services for network, system, and communication architectures.
- f. Performing conformance tests on communication protocols such as the National Transportation Communications for ITS protocol (NTCIP).
- g. Investigating and documenting current communications configurations within, and interfacing externally to/from, RIDOT's ITS and TMC.
- h. Assisting RIDOT in acquiring all required licenses, permits, and approvals associated with wire-line and wireless communication technologies and installations.
- i. Identifying communication needs for RIDOT's ITS and TMC.

III. TECHNICAL GUIDANCE / PROGRAM DEVELOPMENT

Shall include, but not be limited to, the following:

- a. Providing on-site and off-site ITS technical assistance and guidance for TMC systems, programs, telecommunications, and computer support services. Providing technical guidance consistent with new ITS product developments and best practices. Conducting studies and evaluations of systems and operational performance to provide guidance to the TMC Manager on improving the efficiency and lowering the costs of operating the TMC. Continuing ITS programmatic development and assisting with ITS implementation. On-site and off-site support and technical assistance required will be as directed and approved by the TMC Manager or his/her supervisor(s) at RIDOT.
- b. Providing guidance on improving the efficiency and lowering the costs of operating the TMC through research on upgrades, modifications, replacement, or elimination of existing ITS and equipment.
- c. Identifying, developing, implementing, and maintaining tools to be used to capture, monitor, and report on system performance and benefits data. Providing training in all areas showing a need; all training is to be provided under RIDOT direction.
- d. Providing technical guidance and evaluations within RIDOT/TMC as well as field maintenance of ITS equipment.
- e. Reviewing and providing technical input on draft RIDOT documents (such as RFPs, specifications, recommended practices, etc.) relative to ITS deployment.
- f. Aiding in the contracting of and negotiations for ITS and TMC services and public/private partnerships, and recommending cost saving procurement approaches.
- g. Providing support to the TMC Manager as chair of the Rhode Island Incident Management Task Force.
- h. Assisting with development of functional requirements for future ITS-associated equipment and system deployments.
- i. Conducting studies of recommended practices and lessons learned and evaluation of other successful TMC operations as requested. Evaluating and recommending products and services for proposed network system and communication architectures.
- j. Developing performance measure reports and statistical reports for RIDOT internal use (and for posting on the RIDOT website, when and where appropriate), including preparing performance measures documents for the RIDOT executive offices. Utilizing data mining and data extraction to provide analysis and evaluation of TMC operations

and performance metrics; especially pertaining to incident management, safety, and travel time.

- k. Assisting with project and program documentation, such as life cycle cost analysis of equipment; recommendations for an equipment replacement program and equipment upgrades; budget forecasts, equipment cost estimates, and collaboration with TMC management to develop TMC budgets as it relates to ITS needs and priorities. Providing recommendations for wireless services and communication line consolidations citing cost savings and benefits to the TMC.
- l. Assisting with the implementation of and adherence to the latest versions of the RIDOT ITS Strategic Deployment Plan and the Rhode Island Statewide ITS Architecture and updating both documents for the RIDOT/TMC when required for conformance to federal regulations or as otherwise directed by RIDOT. Assisting with and advising the TMC on updates to the State's other guiding planning and programming documents such as but not limited to the Statewide Transportation Improvement Plan (STIP) and RIDOT Transportation Asset Management Plan (TAMP). Updating, revising, and improving existing, as well as creating new, other RIDOT ITS- and TMC-related documents (e.g., Operator Manuals) where and when appropriate for cost-effectiveness to the State and for conformance to latest and best industry and/or RIDOT practices during the term of the contract.
- m. Reviewing and advising on innovative financing projects and procurement procedures including grant proposal assistance and assisting in TMC budget preparation and ITS equipment life-cycle analysis. Assisting with project documentation and program documentation, budget estimates, and/or air quality assessments.
- n. Providing TMC Highway Operations Technician and Supervisor training to improve performance and professionalism, and to support data compilation, data mining, and analysis needed for effective performance measurement and reporting, such as for Quarterly Statistical reports. Developing training materials and providing refresher training of TMC Highway Operations Technicians and Supervisors as needed.
- o. Providing support with presentations and public information materials, and with media interaction when required and directed.

IV. ENGINEERING SERVICES

Shall include, but not be limited to, the following:

- a. Reviewing, commenting, and advising on design plans, specifications and recommendations for work on ITS equipment and devices and the TMC, including but not limited to controllers, fiber optic and other forms of communications, electrical networks, HVAC, and other technical aspects of the TMC including computer security issues.
- b. Reviewing and commenting on ITS design and construction bid documents and assisting

with environmental and/or other related site issues associated with ITS deployment.

- c. Providing engineering support services related to and for ITS construction support and inspections, ITS and TMC expansion and other modifications, database content and management, ITS mainstreaming opportunities, and network coordination.
- d. Assisting in developing RFP(S) and in RFP review and evaluation as needed.
- e. Evaluating contractor compliance with RIDOT ITS and system requirements including mainstreaming design services and providing advice on construction efforts and review shop drawings when appropriate.
- f. Recommending cost saving procurement approaches.
- g. Developing detailed specifications for ITS and TMC equipment upgrades, replacement, and deployment; including ITS equipment construction standards and details, as well as network/communication standards and details.
- h. Providing ITS construction oversight and inspection, as well as training of RIDOT personnel.
- i. Creating new and/or updated engineering and support documentation for RIDOT ITS/TMC. Updating network/communications system documentation. Providing standards, specifications and/or functional requirements of ITS equipment and system deployments and assisting with contract TMC equipment including verification of electrical breakers and outlets. Updating network diagrams and video systems topology.

V. NETWORK AND SYSTEM SUPPORT, OPERATION, MAINTENANCE, AND INTEGRATION SERVICES

Shall include, but not be limited to, the following:

- a. Maintaining and administrating the TMC network, servers, and video switching equipment, consulting with the Division of Information Technology (DoIT) whenever required. Recommending and implementing information systems backup strategies, contingency plans and network security. Evaluating current systems and recommending improvements and upgrades. Testing new ITS products and strategies to achieve the best performance. Facilitating the purchasing of best value ITS devices (such as cameras and electronic message boards) for the TMC and conducting testing/acceptance protocols of installed ITS equipment.
- b. Setting up the TMC for emergency operations (such as: winter storms, hurricanes, flooding, etc.) when directed. Monitoring and maintaining computers and communication equipment at the TMC during the emergency operation.
- c. Performing updates to and maintaining the *RhodeWAYS* database and user interface. Ensuring database accuracy and collecting information required for appropriate reporting of performance measures. Supporting data mining and data extraction for performance metrics.

- d. Planning, advising on, managing, performing, and otherwise administering efforts to integrate existing and planned RIDOT ITS and TMC systems and networks with emerging and planned ITS initiatives including, but not limited to, the implementation of a statewide Computer Aided Dispatch (CAD) and/or Records Management System (RMS), the testing and integration of connected and autonomous vehicles (CAVs), the use of traffic signal phase and timing (SPaT) data and automated traffic signal performance measures (ATSPMs), and the deployment of intelligent and IP-addressable roadside equipment (such as advanced traffic signal controllers and intelligent street lighting systems).
- e. Providing administrative assistance and update/maintenance support for the RIDOT website(s) that provide traveler information (e.g., <http://www.dot.ri.gov/travel/index.php>), including but not limited to adding new camera images to the website(s) and adding performance metrics, quarterly reports, and other documents to the website(s) when requested.
- f. Providing internal (TMC) and field maintenance support services to include routine field checks of all ITS equipment and repair or referring to on-call contractor for repair or replacement. Running diagnostics to evaluate functions and performance of ITS equipment. Maintaining and troubleshooting all RIDOT ITS field equipment including but not limited to cameras, electronic message boards, Highway Advisory Radio, Radar Vehicle Detectors, etc. to maintain the current level of service and “up time”. Testing all new reconfigured and repaired ITS equipment used by the TMC. Evaluating performance and acceptance of all new or upgraded systems.
- g. Providing support services related to ITS Standards implementation.
- h. Providing technical assistance on testing and acceptance of ITS and TMC equipment.
- i. Providing computing and communication network administration/evaluation of current ITS and TMC systems and making recommendations to the TMC Manager for appropriate actions for cost-effectiveness to the State.
- j. Assisting in evaluation of RFP responses and vendor compliance for System Integration.
- k. Providing network support, systems maintenance, and integration services.
 - l. Providing field maintenance support services and routine field checks of all ITS equipment.
- m. Providing TMC Operator training in operational procedures, systems, and database usage.
- n. Providing refresher training of TMC Operators, as needed.

C. PROCUREMENT 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	July 17, 2019
Pre-Proposal Meeting	July 30, 2019 @ 9am
Deadline for Questions	August 17, 2019
Proposal Due Date	August 26, 2019 at 11:30 AM
Anticipated Contract Award	Fall of 2019

Site Visit and Pre-Proposal Meeting

Interested parties are encouraged to attend a SITE VISIT and a Pre-Proposal meeting of the RIDOT/ TMC, Room 126, Two Capitol Hill, Providence, RI on July 30 @ 9:00. The meeting will be conducted after the site visit completion.

NO QUESTIONS WILL BE ANSWERED DURING THE SITE VISIT. Any questions relative to the SOW and the TMC as well as any questions regarding RIDOT procedures and proposal format will be addressed at the Pre-Proposal Meeting. The site visit and meeting will be limited to no more than THREE (3) HOURS in total. A summary of the Pre-Proposal Meeting will be posted on the Purchasing website as an addendum to this solicitation.

D. 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. 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 **August 17, 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 and will therefore be incorporated as part of this contract.

E. 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 the 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.

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

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.

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.

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, 2ND floor, One Capitol Hill, Providence, Rhode Island.

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

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.

F. DISADVANTAGED BUSINESS ENTERPRISES

This 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 401-563-4925.

G. INSURANCE

The Consultant shall procure the required insurance as defined in the State General Conditions of Purchase, Addendum A – General Insurance Requirements – Schedule A2 – Professional Services and Schedule A3 – Information Technology and/or Cyber/ Privacy. This information can be found on the RI

Division of Purchases Website at: <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>

H. 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.

I. 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 #7598895– Professional Consultant Services and ITS Tech Support for the RIDOT TMC by August 26, 2019 at 11:30 a.m. to:**

RI Department of Administration
Division of Purchases (2nd 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) (IF APPLICABLE)
W-9 Form available @ www.purchasing.ri.gov	✓	
Debarment Form	✓	✓
Lobbying Form	✓	✓
Conflicts Disclosure Form-for Board of Directors, key personnel and anyone who has a potential conflict to disclose	✓	✓
Title VI Assurance Certification	✓	✓
DBE Special Provision	✓	

J. PROPOSAL FORMAT AND CONTENTS

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.
- 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.

K. TRANSMITTAL LETTER

Respondents shall include a Transmittal Letter on their firm's letterhead and signed by and 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 (if applicable) and proposed DBE Firms (if applicable), identify the services each firm will provide and identify the *Project Manager* who shall be responsible for the delivery of Tasks on time, 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 contract. Management of this contract will be under RIDOT's Transportation Management Center and they will be responsible for approval of all staff assigned to the project, or any changes made. 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.

Organizational Chart: The Respondent shall describe how the proposed organizational structure addresses the full scope of the project tasks. The Project Manager(s) and assigned services shall be included.

Sub-Consultant(s): Provide a Cover Letter from each Sub-Consultant to the Prime Consultant prefacing each separately tabbed Sub-consultant proposal within the Technical Proposal. Include specific qualifications and experience for key team members from projects similar in scope utilizing resumes or SF-330

L. TECHNICAL PROPOSAL EVALUATION CRITERIA

RELEVANT EXPERIENCE – 20 POINTS

- **Company Introduction:** Respondents are to include a complete description of the firm and other relevant information demonstrating organizational structure expertise with transportation management centers, ITS architecture and systems integration, telecommunications, engineering and operational disciplines.
- **Relevant Firm Experience:** Respondents must demonstrate the firm's management experience in coordinating multi-year, complex contracts related to ITS and TMC Support **within the last TEN (10) Years**. Respondents must also provide specific ITS experience in areas defined in the Scope. They must also demonstrate a knowledge and understanding of the type of activities undertaken at RIDOT'S TMC as relates to ITS program planning and implementation.

Names, addresses, and telephone numbers of **THREE (3)** previous clients who are familiar with the services provided by your firm must be included. This information is required not only for the Respondent but also for any key Subconsultants to be assigned to project. By so listing, specific permission is granted to RIDOT to contact said individuals to verify the satisfactory performances of services provided. In addition, RIDOT may use all of its resources to contact other TMC Offices to evaluate performance of Respondents' proposed team members on other projects. Respondent acknowledges that RIDOT is granted specific permission to discuss past performance of Respondent and any of its proposed team members on any projects.

PAST PERFORMANCE – 15 POINTS

Past Performance: RIDOT will consider each firm's performance on comparable projects within the Department with an emphasis on the ability to deliver project tasks on schedule and on budget. Firms with no prior work history with RIDOT shall provide relevant and verifiable evidence of good performance in the form of letters of reference/recommendation from previous clients (preferably from other State Departments of Transportation or municipalities) and/or give demonstrable ways in

which lessons learned or past successful performance will be used to the benefit of this project. Include the client name, project contacts who can verify the information presented, original contract value, final contract value, and project duration.

CURRENT WORKLOAD - 15 POINTS

- **Current Workload:** Respondents must include a listing of all projects involving ITS that the firm is currently (and pending, if applicable) contracted to perform, as well as the anticipated completion date for each such contract.

QUALIFICATIONS OF THE PROJECT TEAM - 20 POINTS

- **Staff Qualifications:** RIDOT seeks a multi-disciplined team to perform numerous work assignments to be performed concurrently. Requirements will include a comprehensive knowledge of telecommunications and ITS standards, and familiarity with other State DOT agency ITS best practices as well as the current status of and emerging trends within the overall transportation technology industry. The firm selected must designate a **Project Manager** with the authority and expertise to assign personnel to specific tasks and to schedule work such that tasks will be completed as required. The Project Manager must be flexible in his/her approach to this contract.

Respondents are to include 1) a listing of experienced personnel currently on staff, 2) resumes of proposed personnel to be assigned to this project and 3) the approximate percentage of each such employee's billable time in an average work week that is expected to be expended on and over the life of this project.

PROJECT APPROACH / WORK PLAN AND PROJECT SCHEDULE - 30 POINTS

- **Project Approach:** Respondents are to provide a detailed plan on their technical approach based on the scope of work. This submittal must include a discussion of special approaches towards achieving customer/client expectations using creative and proven methods and innovative approaches to meet tasking requirements.

Discuss your firm's ability to respond and the process for responding to on-call requests for the services associated with a broad range of likely assignments in each of the functional areas described in the Scope. Provide your answer in terms of response time, reaction and turnaround capabilities.

- **Work Plan and Project Schedule:** A detailed work plan and proposed project schedule that addresses the general project requirements, including a listing of the measurable tasks, activities, and deliverables that will be used in administering the contract. The work plan shall include itemized detail for all major tasks with a breakdown provided for the on-site (4) and on-call (1) TMC personnel proposed to be assigned. The assigned off-site Project Manager must be available to meet *-at a minimum-* weekly with assigned TMC Manager/Staff during the contract period, as well as attend monthly progress reporting meetings. The Project Manager must be flexible in his/her approach to this contract.

M. 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. RIDOT reserves the right to use any appropriate technical resources to help in evaluating the submittals. Technical resources will act in an advisory capacity only and will not review or score any documentation.

N. 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.

O. TECHNICAL EVALUATION AND SELECTION

Technical Proposals will be evaluated and scored 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.

Relevant Experience	20 points
Past Performance	15 points
Current Workload	15 points
Qualifications of the Project Team	20 points
Project Approach / Work Plan and Project Schedule	30 points
TOTAL POINTS	100 points

Once the Technical Proposal Evaluation is completed and approved by RIDOT and the Division of Purchases, the selected Consultant will be required to submit the following documentation to RIDOT for review:

Fee Proposal - There shall be no reference to price or cost included in the Technical Proposal. Proposed hours, fees and reimbursable expenses shall be negotiated with the top ranked firm. However, hourly rates may not exceed RIDOT’s current maximum rate of \$70/hr. Indirect Cost Rates will be subject to approval by the Office of Internal Audit (reference TAC 0305). Fixed Fee for this Contract shall be ten percent (10%).

Commitment to Affirmative Action: The selected firm will be required to submit an EEO Certificate of Compliance and a Contract Compliance Report to the State EEO Office for approval.

Financial Statements - 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 and approval. For contracts valued at \$500,000 and under, the successful respondent is required to submit only its financial references and an original copy of its current financial statement. For contracts valued at \$500,000 or more, the successful respondent will be required to submit a complete set of audited financial statements certified by a Certified Public Accountant. All financial documentation submitted will be kept confidential and on permanent file in the Contract Administration Office.

P. 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:

1. 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 contract, without incurring any obligations or liabilities.
2. The right to issue a new RFP.
3. The right to reject any and all submittals, responses and proposals received at any time.
4. The right to modify all dates set or projected in this RFP.
5. The right to adjust the number and value of contracts based upon what the State determines to be in its best interest.
6. The right to suspend and terminate the procurement process for the Project, at any time.
7. The right to issue addenda, supplements, and modifications to this RFP.
8. 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.
9. 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.
10. The right to appoint and change appointees of the Evaluation Team.
11. The right to use assistance of outside technical and legal experts and consultants in the evaluation process.

12. 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.
13. The right to disqualify any Consultant firm that violates any Federal and/or State laws and/or regulations.

Q. 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.

R. 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.

S. 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:

1. An organization or individual hired by RIDOT to aid in the development of RFPs.
2. 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.
3. An individual in an organization has a familial relation, association or connection with an individual(s) currently employed at RIDOT.

T. ETHICS IN PUBLIC CONTRACTING ACT

RIDOT may, at its sole discretion, disqualify the Respondent from further consideration for the award of a 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.

U. REQUIREMENT TO KEEP TEAM INTACT

The team proposed by the Respondent, including but not limited to the Lead Consultant firm, the Project Manager, 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.

V. 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*."

W. 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.

X. 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 award 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.

Y. 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.

Z. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS

These include but are not limited to:

1. Nondiscrimination in Federal Public Transportation Programs:
2. 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.
3. 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.

AA. 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:

1. 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.
2. An Executive Order of the Governor of the State with respect to a natural disaster or civil emergency.
3. Court orders relating to energy consumption, and orders or injunctions obtained by third party action resulting from national or local environmental protection laws.
4. 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.

5. 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.
6. 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.

AB. TERMS AND CONDITIONS

1. 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.
2. 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.
3. 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.
4. 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.
5. As the work progresses, the workload handled by RIDOT may increase or decrease. RIDOT reserves the right to add or withdraw individual Tasks, or portions thereof under each Contract, in keeping with its workload, without regard to the status of completion of the individual projects
6. 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.

7. Each Consultant shall provide written notification to the RIDOT Transportation Management Center manager 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.

End

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1362. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

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

Solicitation# 7598895 Professional
Consultant Services and ITS Technical
Support to the RIDOT TMC

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

RIDOT 12/27/07

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.

CONSULTANTS

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

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

INSTRUCTIONS FOR CERTIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.5 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(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: _____

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;
- (ix) 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 Disadvantages 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
- 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: _____

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