ON-CALL PLANNING CONSULTANT SERVICES

Rhode Island Department of Transportation
Providence, RI

September 14, 2020

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Rhode Island Department of Transportation
Office of Planning

Solicitation# 7608813

Request for Technical Proposals for
On-Call Planning Consultant Services
Disadvantage Business Enterprise Goal 0%

1. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Transportation (RIDOT) is soliciting proposals from qualified Consultant firms to provide "on-call/as needed" planning services related to capital programming for the State Transportation Improvement Program (STIP), overall project readiness and pre-scoping of capital projects to generally determine the cost and scheduling. These tasks include but may not be limited to assessment of road and bridge projects, bicycle network projects, and grouping of logically similar projects. Other tasks include data collection and analysis; processing of adjustments and amendments to the STIP with additional analysis as needed; and, coordination with state and local agencies on capital plans and programs. The selected Consultant(s) may also be required to provide support for competitive planning and potential capital programming grant applications, benefit cost analysis and related efforts as necessary.

The overall goals are to assist RIDOT in providing integrated and seamless STIP programming and execution; develop conceptual project scopes; prepare cost and readiness estimates for capital projects to ensure reliable programming; explore innovative transportation service offerings; provide reliable and accurate capital programming data, analysis and assistance with the competitive grant application process to support RhodeWorks 10-year program and interface with state and local agencies and other stakeholders as required.

This is a request for Proposals, not a Request for Quotes. Responses will be evaluated based upon qualifications and the merits of the proposals. There will not be a public opening and reading of the responses received by the Division of Purchases pursuant to this solicitation other than to name those vendors who have submitted proposals. RIDOT, in its sole discretion, may conduct interviews, seek written clarifications and conduct discussions on the Proposals during the evaluation and selection process. RIDOT reserves the right to conduct an independent investigation of all submitted information including but not limited to prior experience and project references.

This procurement will result in the award of up to two contracts with a contract value not to exceed $250,000 each per contract year. At the exclusive option of the State and based upon availability of funding and satisfactory performance, the contracts may be extended for up to four additional one-year terms.

2. SCOPE OF WORK

A. The scope of services to be provided under this contract may cover a full range of planning activities required by Federal, State and local processes for transportation related construction projects. The activities below are to either be self-performed or performed by a sub-consultant and may include but may not be limited to the following:

1. Planning Studies
2. Readiness Reviews
3. Attendance at public meetings and provide public involvement and stakeholder coordination and support
4. Perform Preliminary Engineering Studies
5. Develop Scopes of Work
6. Perform Bicycle Infrastructure Studies
7. Perform peer reviews of contracts plans and specifications prepared by design consultants for RIDOT projects
8. Prepare work orders to be provided by RIDOT Planning
9. Collaborate with RIDOT on grant applications including all associated documentation when needed (including Benefit Cost Analysis)
10. Provide supporting documentation for NEPA Class of Action Determinations
11. Complete property, topographic, or highway baseline surveys
12. Complete wetland flagging and permit applications
13. Develop Right-of-Way (ROW) plans, plats, SD lists, and descriptions
14. Complete historic properties documentation
15. Identify and locate existing utilities
16. Locate, identify, and test hazardous waste material and/or sites
17. Complete engineering estimates, specifications, Distribution of Quantities (DOQ), and contract documents required for advertising

B. To perform other and similar services, in addition to or in amendment of the above, as shall be mutually agreed upon by the On-Call Planning Consultant and RIDOT.

C. To be responsible for the proper performance of the functions, duties, and services under this Contract, to furnish in such numbers at such time, and in such manner as RIDOT shall require, the services of personnel experienced in the pertinent fields of planning and engineering, as applicable, together with administrative and clerical personnel. Any person who, in RIDOT's opinion, is considered to be inexperienced, uncooperative, or whose services are not needed, or whose separation from the work would be in RIDOT's best interest, shall be removed from the project payroll immediately upon RIDOT request.

D. To establish and maintain throughout the life of this Contract an office in or near Providence, Rhode Island, for the purpose of performing the work required, and also to assume all costs thereof, including all costs incidental to moving personnel to said office.

E. Upon request, the On-Call Planning Consultant will furnish RIDOT with statements as to the experience record of any person employed under this Contract and the anticipated or actual duties to be performed by that person.

F. To keep separate accounts on an individual design project basis of all costs for planning and engineering services under the terms of this Contract as performed by the On-Call Planning Consultant, and to submit to RIDOT certified copies of payrolls and vouchers to be subject to audit by examination of the original records of the On-Call Planning Consultant by RIDOT.

G. Other related tasks, as required.

3. 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	September 14, 2020
Deadline for Questions	October 5, 2020
Proposal Due Date	October 14, 2020
Anticipated Contract Award	Winter 2020

4. 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: http://www.dot.ri.gov/contracting/bids/index.php . 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 ***October 5, 2020***. 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 http://www.purchasing.ri.gov/bidding/Bidlisting.aspx and will therefore be incorporated as part of this contract.

5. INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS

a. Proposals received shall be in accordance with guidelines as outlined in this request and the State's General Conditions of Purchase which may be accessed through the Rhode Island Vendor Information Program "RIVIP" at http://www.ridop.ri.gov.

b. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

c. Interested parties are instructed to peruse the Division of Purchases website http://www.purchasing.ri.gov/bidding/BidSearch.aspx regularly as additional information relating to this solicitation may be released in the form of an addendum.

d. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

e. It is intended that an award pursuant to this RFP will be made to a prime vendor who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

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

g. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.

h. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, et seq. and may be released for inspection upon request once an award has been made.

i. Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

j. The Vendor will be required to have an active registration in SAM℠ (System for Award Management) prior to contract award. Respondents are encouraged to register as part of the procurement process. The System for Award Management is an official website of the U.S. government and there is no cost to use SAM.

k. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

l. Vendors and subcontractors who do more than $10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an "Affirmative Action Policy Statement."

m. Vendors with 50 or more employees and $50,000 or more in government contracts must prepare a written "Affirmative Action Plan" prior to issuance of a purchase order.

1. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.

2. Vendors further agree, where applicable, to complete the "Contract Compliance Report" (http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf), as well as the "Certificate of Compliance**"** (http://odeo.ri.gov/documents/odeo-eeo-certificate-of- compliance.pdf)**,** and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must

submit a "Monthly Utilization Report" (http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

n. The successful Consultant and Sub-Consultants will be precluded from participating in any resultant solicitations derived from RFPs prepared by the Consultant under this contract. RIDOT will be the sole arbiter as to whether a conflict exists.

o. Respondents shall be responsible for thoroughly examining the RFP and addenda issued by the State in connection with it and for being cognizant of any conditions that may affect the Respondent's compilation of its Technical Proposal or its performance of Contract obligations in the event it is awarded a contract. The State shall not be liable for any consequences of a Respondents 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.

p. Pursuant to 430-RICR-00-00-1 any individual and/or firm who submits a response to a Request for Proposals (RFP) or any other bidding method which requires the performance of engineering work or services shall be construed to be offering to practice engineering in this state. A copy of the current Rhode Island Certificate of Authorization (for the firm) and current Rhode Island registration(s) (for the individuals) who shall perform the specified engineering services must be included in the Technical Proposal.

The State Board for Design Professionals:
1511 Pontiac Avenue, Building 68-2
Cranston, RI 02920
401-462-9592 or www.bdp.state.ri.us

q. Pursuant to Section 7-1.2-1401 of the Rhode Island General Laws, no Foreign Corporation has the right to transact business in this State until it has procured a Certificate of Authority from the Office of the Secretary of State (401) 222-2357 or https://www.sos.ri.gov/. If applicable, a copy of Respondent's Certificate of Authority must be provided prior to the award of the contract.

r. 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.

s. The successful Respondent shall carry out applicable requirements of 49 C.F.R., Part 26, *Participation of Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*, in the award and administration of DOT-assisted contracts. Failure by the successful Respondent to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient

deems appropriate

t. 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. 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.

u. Submissions in response to this solicitation are considered to be irrevocable for a period of not less than one hundred eighty (180) days following the established due date and may not be withdrawn without the express written permission of the State Purchasing Agent.

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

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

x. There shall be no reference to price or cost included in the Technical Proposal. Only approved personnel shall be utilized on projects and any changes in personnel must be disclosed in writing to the Project PM for. Hourly rate increases will be accepted as long as they do not exceed the maximum established current market value base rate currently at $70.00/HR.

6. DISADVANTAGED BUSINESS ENTERPRISES

Although there is no Disadvantaged Business Enterprise (DBE) goal assigned to this project, the utilization of DBE firms is encouraged on all RIDOT projects. 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 Sheree Gomes, RIDOT Office of Civil Rights at 401-563-4691.

The Prime Consultant will be required to submit a Monthly DBE Utilization Report utilizing RIDOT's Civil Rights software, currently PRISM. There is no cost for the software. If your firm or Sub-Consultants require training on this software, please contact Nathan Shapiro at 401-563-4410.

7. INSURANCE

The Consultant shall procure at their own expense and maintain for the contract term the required insurance coverages as defined in the State's General Conditions of Purchase Addendum A- General Requirements – Schedule A2 – Professional Services; https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf. Respondents are not required to provide Certificates of Insurance with the Technical Proposal.

The State of Rhode Island shall be included as Additional Insured on a Primary and Non-Contributory basis on the Commercial General Liability and Automobile Liability policies. In addition, Waiver of subrogation in favor of the State shall apply to the Commercial General Liability, Automobile Liability, and Workers Compensation coverages. Waiver of Subrogation shall apply to the Professional Liability insurance to the extent the Contract Party is not impaired.

8. 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.

9. DUE DATE, TIME AND LOCATION

Technical Proposals shall be submitted as follows: Submit five (5) 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-ROM attached to the inside cover of the proposal. The CD shall be clearly labeled with the solicitation number and project name.

Proposals may be submitted utilizing U.S. Mail, express delivery service, or hand delivery and shall be in a sealed package marked: Bid#7608813 On-Call Planning Consultant Services by **October 14, 2020 by 11:30 a.m**. to:

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

Be advised that visitor access to the Powers Building at One Capitol Hill requires pre-screening at the building entrance. In accordance with Governor Raimondo's Executive Order(s) and Dept of Health emergency regulations all visitors to the Powers Building must wear a cloth mask that covers the nose and mouth. Respondents delivering bid proposals to the Division of Purchases should allow sufficient time for the pre-screening process. The Division of Purchases assumes no responsibility for delays caused by the screening process or any other reason. Respondents are solely responsible for on-time delivery of bids. Late Bids will not be accepted for any reason.

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 RIVIP is available for download at: http://www.ridop.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 forms be submitted by each Respondent and included in the Technical Proposal package.

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

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

10. PROPOSAL FORMAT AND ORGANIZATION

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.

The Technical Proposal shall follow the following format:

a. All Proposals (original and copies) shall be GBC or spiral bound. Do not submit 3-ring binders.
b. Proposals shall be printed on 8½"x11" white paper with left and right margins of one inch. (Drawings, charts, exhibits or graphical information may be provided in 11"x17" format (folded to 8½"x11")
c. There is no page limit for the Proposals. However, RIDOT requests that the content specifically addresses the qualifications listed below.
d. Tabs shall separate sections with the sections corresponding to the order set forth in below. Dividers should be numbered or labeled appropriately.
e. Starting with Section 1, all proposal pages should be numbered sequentially.

The Technical Proposal shall be organized as follows:

SECTION 1 (PRIME)

a. COVER
b. RIVIP FORM
c. TRANSMITTAL LETTER - Signed by an owner, officer, or other authorized agent of the firm and acknowledging receipt of all Addendums.
d. TABLE OF CONTENTS
e. CERTIFICATE OF AUTHORIZATION
f. P.E. LICENSES/CERTIFICATIONS
g. REQUIRED FORMS – Lobbying, Debarment, Conflict Disclosures, Title VI Assurance, DBE Special Provision
h. DBE CERTIFICATION LETTER (if applicable)

SECTION 2 (PRIME)

a. SECTION 2A – FIRM/STAFF QUALIFICATIONS
b. SECTION 2B – RELEVANT EXPERIENCE
c. SECTION 2C – PROJECT APPROACH
d. SECTION 2D - CURRENT WORKLOAD

SECTION 3 (SUB-CONSULTANTS/DBE) - Organized by Sub-Consultant with tabbed dividers.

a. TRANSMITTAL LETTER – From Sub to Prime describing proposed services to be provided
b. RESUMES or SF 330 for key personnel
c. CURRENT WORKLOAD
d. CERTIFICATE OF AUTHORIZATION
e. P.E. LICENSES/CERTIFICATIONS
f. REQUIRED FORMS – Lobbying, Debarment, Conflict Disclosures, and Title VI Assurance.
g. DBE CERTIFICATION LETTER – From State Office of Diversity, Equity & Opportunity

SECTION 4 (APPENDICES-OPTIONAL)

Respondents are encouraged to submit any other technical information deemed useful to provide RIDOT with sufficient information to evaluate the firm's qualifications to perform the requested services.

TRANSMITTAL LETTER

Respondents shall include a transmittal letter on their firm's letterhead and signed by an authorized representative of the firm. This person shall be the contact point for all communications from RIDOT related to this RFP. The letter shall acknowledge receipt of all addenda. Provide the name of each company comprising the team, including Sub-Contractors and proposed DBE Firms; identify the services each firm will provide and the Project Manager who shall be responsible for the delivery of project assignments on time, on budget, and in accordance with the Contract provisions.

ORGANIZATIONAL CHART

Provide an organizational chart for the entire proposed team including Sub-Consultants and the services they will provide. The chart shall also delineate the "chain of command" and identify the major functions

to be performed and their reporting relationships in managing project tasks. The chart shall identify all members of the key personal required.

STAFF QUALIFICATIONS

Provide resumes (or Standard Form 330) for each key team member showing education, training experience, license(s), intended contract role, and both past and recent experience (within the last five years) particularly with respect to comparable experience on similar planning projects.

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

1. **Project Manager** – This individual shall provide direct supervision of the project and possess strong transportation planning experience and leadership skills. The PM shall be accessible to RIDOT POC and be prepared to discuss any requested findings in a coordinated team meeting environment should this be required. The PM must have extensive experience in transportation planning performed within the last TEN (10) YEARS**.**

2. **Project Planner -**Personnel fulfilling this role must demonstrate planning experience performed within the last **TEN (10) YEARS** and possess an educational background in planning, landscape architecture, engineering, or a related discipline.

3. **Staff Planner** – Staff assigned to this category shall provide evidence of transportation related or general planning experience.

4. **Staff Engineer** – Staff assigned to this category must demonstrate highway/traffic engineering experience as well as "Complete Streets" implementation and strategies.

5. **GIS/Design Technician** – All individuals assigned to this category must have adequate GIS and urban design software experience.

6. **Technician/Office** – Office staff must have experience providing general office support and computer skills.

7. **Other** – Respondents may propose personnel categories in addition to the categories cited above. Include the title, specific responsibilities and credentials for each proposed category along with the percentage of time to be expended on the project. Multiple categories may be proposed but must be definitive as far as services anticipated and relevance to the project scope.

SUB-CONSULTANT(S)

Sub-Consultant(s) shall provide a cover letter to the Prime that delineates the services they will provide. This letter shall preface each separately tabbed Sub-Consultant proposal documents that shall include the following:

a. Cover Letter
b. Resumes or SF-330 for key personnel

c. Relevant Experience
d. Current Workload
e. Certificate of Authorization
f. P.E. Licenses/Certifications
g. Required Forms
h. DBE Certification Letters (State Office of Diversity, Equity & Opportunity)

RELEVANT EXPERIENCE

1. Firms must demonstrate a minimum of **5 years** of transportation planning and engineering experience within the last 10 years as well as possess a working knowledge of applicable State and Federal transportation regulations.

2. Provide a listing of the firm's projects (Max of 5) similar in scope that have been completed within the last TEN years. **All demonstrated relevant experience must have been completed by the staff proposed to work on this contract.** The Consultant should not include projects or experiences gained by staff who are not part of the core project team.

3. Provide a listing of Client references with respect to each similar project cited, include the following contact information: *names, addresses, and telephone numbers*. The clients listed shall be specific to those for which your Firm provided planning services.

4. Provide the firm's current projects and indicate if they are on schedule; list upcoming projects and their anticipated start and completion dates; demonstrate your capacity to take on additional work. RIDOT will assess the Respondent's technical capacity and relative size in relationship to the specific project category. Given the on-call nature of these services and the workload anticipated, consulting firms selected must possess the capability and capacity to manage numerous projects with varying degrees of complexity simultaneously.

PROJECT APPROACH

Respondents shall provide a detailed technical synopsis of their proposed services based on the scope of work required which demonstrates their knowledge of the State's existing transportation systems and assets as well as any potential technical and/or any administrative issues facing the State under this initiative.

CURRENT WORKLOAD

Include a current listing of projects the firm is contracted to perform and anticipated completion dates. This may include only those projects assigned to your firm's Planning Division.

11. TECHNICAL EVALUATION GROUP

A Technical Evaluation Group (TEG), the majority of which must be currently employed by the State of Rhode Island, will be convened by RIDOT. The TEG will be comprised of a Chairperson and RIDOT technical personnel (Voting Members) assigned to evaluate and score all proposals. All members of the TEG will be required to execute a Conflict of Interest and Confidentiality Certificate prior to the Division of Purchases

release of the Proposals. The Final Selection Recommendations will be presented to the State Architectural/Engineering Consultant Services Selection Committee for final approval. RIDOT reserves the right to use any appropriate technical resources to aid in evaluating the submittals. Technical resources will act in an advisory capacity only and will not review or score any documentation.

12. 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.

13. TECHNICAL PROPOSAL EVALUATION CRITERIA

Technical proposals will be evaluated qualitatively based upon the following selection criteria:

PROJECT APPROACH 1. Did the technical approach provide a full understanding of the project scope, tasks, and services requested? 2. Did the Consultant address their response time and turnaround capabilities?	**0 - 30 POINTS**
FIRM AND STAFF QUALIFICATIONS 1. Does the proposed team possess the academic credentials, professional experience, subject matter expertise, and technical competence to effectively assist RIDOT with the scope of services? 2. Does the proposed team leadership possess planning experience? 3. Does the proposed Consultant possess the technical capacity suitable to the level of project complexity anticipated under this Project? 4. Did the proposed key Sub-Consultants provide the similar requirements and contact information? 5. Was an organizational chart provided? Were all anticipated technical services represented?	**0 - 25 POINTS**
CURRENT WORKLOAD 1. Was a current listing of active projects provided along with their anticipated completion dates? 2. Does the firm demonstrate the capacity to take on additional assignments? 3. Does the firm have the ability to meet short-term deadlines?	**0 - 15 POINTS**

PAST PERFORMANCE / RELEVANT EXPERIENCE	0 - 30 POINTS
1. With regard to the similar projects presented and contacts listed, how was the Consultant's performance rated in terms of quality of work, timeliness of submissions, adherence to project schedule, and coordination with stakeholders during the design phase? 2. Was project experience similar in nature to services anticipated in Scope? **3.** Was sub-consultant experience relevant?	
MAXIMUM SCORE =	**100 POINTS**

14. METHOD OF PAYMENT

The Specific Rates of Compensation payment method will be utilized. This payment method provides for reimbursement for consultant services based on direct labor hours at specified fixed hourly rates (including direct labor costs, indirect costs, and fee (profit) plus any direct expenses/costs. The fixed hourly rate will be capped at $70/hr. Per TAC 0297 statements of indirect costs must be submitted to the Office of Internal Audit for approval. Firms without approved individual cost references (ICRs) or cognizant rates issued by other states will submit their ICR as part of the contract process. The accepted rate will be the lower of the presented rate or 125%. Fixed fee (profit) will be set at ten percent (10%) for the contract term.

15. 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:

a. The right to cancel, withdraw, postpone or extend this RFP in whole or in part at any time prior to the execution by RIDOT of the Task Order Program contracts, without incurring any obligations or liabilities.

b. The right to issue a new RFP.

c. The right to reject any and all submittals, responses and proposals received at any time.

d. The right to modify all dates set or projected in this RFP.

e. The right to terminate evaluations of responses received at any time.

f. The right to suspend and terminate the procurement process for the Project, at any time.

g. The right to revise and modify, at any time prior to the Proposal Submittal Date, factors it will consider in evaluating responses to this RFP and to otherwise revise its evaluation methodology.

h. The right to waive or permit corrections to data submitted with any response to this RFP until such time as RIDOT declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.

i. The right to issue addenda, supplements, and modifications to this RFP, including but not limited to modifications of evaluation criteria or methodology and weighting of evaluation criteria.

j. The right to permit submittal of addenda and supplements to data previously provided with any response to this RFP until such time as RIDOT declares in writing that a stage or phase of its review of the responses to this RFP has been completed and closed.

k. The right to hold meetings and conduct discussions and correspondence with one or more of the Respondents responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.

l. 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.

m. 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.

n. The right to add or delete Respondent responsibilities from the information contained in this RFP.

o. The right to appoint and change appointees of the Technical Evaluation Group.

p. The right to use assistance of outside technical and legal experts and consultants in the evaluation process.

q. 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.

r. The right to disqualify any Respondent that changes its submittal without RIDOT approval.

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

t. The right to change the method of award or the evaluation criteria and scoring at any time prior to submission of the Proposals.

u. The right to respond to all, some, or none of the inquiries, questions and/or request for clarifications received relative to the RFP.

16. RESPONDENT RESPONSIBLE FOR ALL COSTS OF RFP

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.

17. RHODE ISLAND ACCESS TO PUBLIC RECORDS ACT (APRA)

All Proposals submitted to RIDOT become the property of RIDOT 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.

18. 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, at 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:

a. An organization or individual hired by RIDOT to aid in the development of RFPs.
b. An organization or individual with a present or former contract with RIDOT to prepare planning, environmental, engineering, or technical work product for the Project, and has a potential competitive advantage because such work product is not available to all potential Respondents in a timely manner prior to the procurement process.

19. REQUIREMENT TO KEEP TEAM INTACT

Project direction will be provided by RIDOT through the assigned Point of Contact (POC) within RIDOT's Office of Planning. The POC shall be informed in writing of any changes in personnel at any time during

the contract term. RIDOT reserves the right to reject personnel and/or if in the event key personnel are no longer available, RIDOT reserves the right to terminate this agreement.

20. 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."*

21. 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(I) 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.

22. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

The Consultant acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or ward of the underlying Contract, absent the express written consent of the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Consultant or any other party (whether or not a party to that Contract) pertaining to any matters resulting from the underlying Contract. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal Assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

23. AMERICANS WITH DISABILITIES ACT

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.

24. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS

These include but are not limited to:

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

25. TERMINATION FOR CAUSE AND CONVENIENCE

As outlined in The State of Rhode Island Standard Specifications for Road and Bridge Construction, as amended August 2013, with all subsequent revisions. Reasons for Termination:

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.

26. TERMS AND CONDITIONS

a. Consultant firms shall permit RIDOT to review, at any time, all work performed under the terms of this Contract at any stage of the work, and to conform to all instructions and directives that may be issued by RIDOT.

b. In its Statement of Qualifications, each Proposer shall identify Key Personnel that will be assigned to the project. Those identifications will be deemed a binding commitment that if the Proposer should receive a Contract, those Team Members identified will in fact fulfill the designated role. Proposers are precluded from substituting, replacing, or removing any of the Key Personnel without the written consent of RIDOT to do so. This applies for entire contract term.

c. Consultant firms shall be responsible for the proper performance of the functions, duties, and services under this Contract, to furnish in such numbers at such time, and in such manner as RIDOT shall require, the services of personnel experienced in the pertinent technical fields described in the Scope of Work together with administrative and clerical personnel. Any person who, in RIDOT's opinion, is considered to be inexperienced, uncooperative, or whose services are not needed, or whose separation from the work would be in RIDOT's best interest, shall be removed from the project payroll immediately upon RIDOT request.

d. Consultant firms, upon request by RIDOT, shall furnish statements as to the experience record of any person employed under this Contract and the anticipated or actual duties to be performed by that person.

e. All field notes, records, computations, work sheets, drawings, bridge data, correspondence, and all other property resulting from the Consultant's services under this Contract will be the permanent property of RIDOT. RIDOT reserves the right to withhold the final payment to the Consultant until all property is transferred to RIDOT.

f. Consultant firms and their engineering sub-consultants shall maintain the required registration in the State of Rhode Island as a Professional Engineer for the lifetime of this Contract. Any non-engineering sub-consultants or sub-contractors shall also possess any required registrations pertaining to their type of business in the State of Rhode Island for the lifetime of the Contract.

g. RIDOT reserves the right to add or withdraw individual projects, or portions thereof under each Contract, in keeping with its workload, without regard to the status of completion of the individual projects.

h. 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.

i. Monthly progress reports will be required in accordance with Design Section Policy. Briefly, progress reports must outline work accomplished; hours and costs expended; outstanding questions which require resolution. In addition, progress reports for this

project must have man-hours and costs expended broken down per individual project for the month. Payment invoices will be processed only if the required progress reports are current. A copy of the updated DBE Utilization report shall also be included along with monthly reporting.

j. Each Consultant shall provide written notification to the appropriate RIDOT Managing Section 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.

k. Firms awarded contracts under this solicitation will be required to submit an EEO Certificate of Compliance and a Contract Compliance Report to the State EEO Office for approval.

l. In conformance with RIDOT TAC-0255, "Financial Statements for Professional Services Contracts", the selected Consultants will be required to submit a Financial Review Report to RIDOT for review. All financial documentation submitted will be kept confidential and on permanent file in the Contract Administration Office.

m. The Vendor will be required to have an active registration in SAM^{SM} (System for Award Management) prior to contract award. Respondents are encouraged to register as part of the procurement process. The System for Award Management is an official website of the U.S. government and there is no cost to use SAM.

Design Criteria for This Project: The following applicable design criteria are to be utilized in the development of all alternate solutions and the final detail design.

1) A Policy on Geometric Design of Highways and Streets, 6th Edition. American Association of State Highway and Transportation Officials, 2011.

2) AASHTO'S Policy on Design Standards – Interstate System, 6th edition, published 2016.

3) Highway Capacity Manual. Transportation Research Board, 2010.

4) Manual on Uniform Traffic Control Devices. Federal Highway Administration, 2009.

5) Rhode Island Standard Specifications for Road and Bridge Construction, amended August 2013, with latest revisions

6) Rhode Island Standard Details, 2015 and the Bridge Design Standard Details, 2003 both with latest revisions.

7) Design Policy Memos, with latest revisions.

8) Rhode Island Bridge Design Manual

9) Rhode Island Traffic Design Manual

10) RIDOT CAD Standard Manual (2007)

11) 2008 RIDOT Highway Design Manual

12) Manual of Transportation Engineering Studies, 2nd Edition. Institute of Transportation Engineers, 2010.

13) Traffic Engineering Handbook, 7th Edition, published January 2016. Institute of Transportation Engineers, 2009.

14) Roundabouts: An Informational Guide. FHWA-RD-00-067, Federal Highway Administration, 2000.

15) AASHTO Standard Specifications for Highway Bridges, 17th Edition 2002, including latest interim specifications.

16) Rhode Island Department of Transportation Action Plan.

17) RI Department of Transportation Design Procedures for Pavement Design, with latest revisions.

18) Federal Aid Policy Guide Part 626.5, Pavement Design, July 2017.

19) ANSI/AASHTO/AWS D 1.5-2002 Bridge Welding Code.

20) AASHTO Manual for Maintenance Inspection of Bridges 1983, including latest interim specifications.

21) Federal Aid Policy Guide, part 625, Design Standards for Highways, July 2017.

22) 23 CFR part 650, “Bridges, Structures, and Hydraulics,” 2009.

CONSULTANTS

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

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

INSTRUCTIONS FOR CERTIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

_____

_____

_____ _____
Signature of Authorized Agent Date

Certification for Federal-Aid Construction/Consultant Contracts

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

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

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

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

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

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

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

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

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

2. Identify the status of the covered Federal action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

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.

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

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

_____
Signature

_____
Date

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

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

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

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

<u>Pertinent Non-Discrimination Authorities:</u>

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

the basis of sex);

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

Last Update: November 2017

DBE SPECIAL PROVISION

DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR CONTRACTORS AND CONSULTANTS

With respect to the above numbered project, I hereby certify that I am the _____ and duly authorized representative of _____ whose address is _____ _____.

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:

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.

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.

"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 firm 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 "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.

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

"Race neutral" measures (goals) or programs are those that are, or can be, used to assist all small businesses, including DBEs.

"Small Business Concern" means, with respect to firms seeking to participate as DBEs 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 (13 CFR part 121), and that does not also exceed the cap on average annual gross receipts specified in 49 CFR 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 has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

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:
    a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
    b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
    c. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian Tribe[1], Alaska Natives, or Native Hawaiians;
    d. "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), Republic of Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
    e. "Subcontinent Asian Americans," this includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
    f. Women; and
    g. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such as time as the SBA designation becomes effective.
3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

[1] A "tribally-owned concern" means any concern at least 51 percent (51%) owned by an Indian tribe as defined in 49 CFR 26.5.

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 the established DBE percentage (listed in Section II. A. below), 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 paragraphs 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. Greater detail of the rules and regulations regarding DBE utilization can be found in the Rules and Regulations for RIDOT DBE Program.

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 paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.

D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at http://odeo.ri.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 shall include:
   1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
   2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
   3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
   4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
   5. 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 five (5) days from the opening of bids, the contractor/consultant shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal,':
   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 effort (GFE) review to determine the extent of the prime contractor'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 DBE participation will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for crediting DBE participation toward contract goals are as follows:

1. When a DBE participates in a contract, RIDOT will consider only the value of the work actually performed by the DBE toward DBE goals. RIDOT includes 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 credits the cost of supplies and materials purchased or leased by the DBE subcontractor for the work of the contract. However, supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
2. RIDOT credits 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 USDOT-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.
3. 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.
4. 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.

RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

1. A DBE performs a 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. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.
2. Suppliers: A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.
3. "Pass through" supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass through operations are not commercially useful functions and will not be counted toward contract goals.
4. Management: The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.
5. Workforce: In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control, see paragraph 9 of this section. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.
6. Trucking: RIDOT will consider the following factors in determining whether a DBE trucking company is performing a CUF. The DBE must manage and supervise 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.
    a. The DBE itself must own and operate at least one fully licensed, insured, and operational vehicle being used on the contract.
    b. The DBE must receive compensation for the total value of the services it provides on the contract using vehicles it owns, insures, and which are operated by drivers it employs.
    c. The DBE may lease vehicles from another DBE firm, including an owner-operator who is certified as a DBE. The DBE which leases vehicles from another DBE shall receive credit for the total value of the services the lessee DBE provides on the contract.
    d. The DBE may also lease vehicles from a non-DBE firm, including from an owner-operator. The DBE which leases vehicles from a non-DBE is entitled to credit for the total value of

services provided by non-DBE lessees not to exceed the value of services provided by DBE-owned vehicles 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 subsection (6) (d): 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 commission pertaining to those trucks firm X receives as a result of the lease with firm Z.

e. For purposes of this subsection, a lease must indicate that the DBE has exclusive use of and control over vehicles used on the project. This does not preclude vehicles 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 the use of the leased vehicle. Leased vehicles must display the name and identification number of the DBE.

7. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:
   a. For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
   b. If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
   c. 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.
   d. With respect to flaggers, when flaggers are provided, RIDOT will count 60 percent of the labor. When traffic signs are included with flaggers, the work will be counted as 100 percent.
   e. 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 and 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. 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.
8. Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
   a. Compensation is determined by the amount of work accomplished, rather than being paid on an hourly basis.
   b. The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.

c. The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
d. Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.

9. All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:
   a. A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.
   b. The DBE must not subcontract 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.
   c. The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
   d. Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
   e. The deployment of such personnel must be accomplished within the framework of a mentor-protégé agreement; or for emergency purposes, by contract change order. All instances of combining personnel must be for developmental purposes in which teaching/demonstration/consulting to the DBE must occur.
   f. Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, lacking a mentor-protégé agreement which is being carried out in good faith, is not consistent with the CUF guidelines.
   g. To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
   h. A DBE may need to lease/rent equipment, except for over-the-road trucks, in order to be properly equipped to execute the work of a mentor-protégé agreement. In such cases where the DBE has investigated several possible sources of such equipment within a reasonable geographical area to the project, the DBE may find the best offer was made by the prime contractor or another subcontractor on the project. In such cases, the DBE may rent/lease such equipment from the prime or another subcontractor, provided that the use of such equipment is material to demonstrating/teaching objectives set forth in the mentor-protégé agreement. Thus, the DBE's regular employees, not those temporarily furnished by the prime contractor, or another subcontractor, shall operate such equipment for the majority of the time during which the equipment is used in the work of the DBE subcontractor under the mentor-protégé agreement.
   i. A DBE's use of equipment owned by a prime contractor or another subcontractor or without an appropriate mentor/protégé program is inconsistent with the CUF guidelines and will result in noncompliance.
10. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the

time of the execution of the contract or issuance of the purchase order, RIDOT will not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i).

11. RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.
12. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

B. DBE Replacement and Termination:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIDOT's written consent as provided in this section; and unless RIDOT's consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

1. Good Cause for Replacement or Termination

The prime contractor must provide the Department's OCR 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 OCR 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 OCR 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 OCR.

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

a. The listed DBE subcontractor fails or refuses to execute a written contract;
b. 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;
c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
e. 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 1200 or applicable state law;
f. RIDOT determines that the listed DBE subcontractor is not a responsible contractor;
g. The listed DBE subcontractor voluntarily withdraws from the project and provides to RIDOT written notice of its withdrawal;
h. The listed DBE is ineligible to receive DBE credit for the type of work required;

i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
j. Other documented good cause that RIDOT determines 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.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies that RIDOT deems appropriate.

2. Good Faith Efforts to Replace

When a DBE subcontractor is terminated as provided in paragraph (1) of this section, or fails to complete its work on the contract for any reason, RIDOT requires the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RIDOT established for the procurement. The good faith efforts shall be documented by the contractor. If RIDOT requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RIDOT shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The determination shall be made by the DBELO, under the criteria established below.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. In the event of significant change orders, good faith efforts are required dependent upon the type of change order; RIDOT determines on a case-by-case basis what constitutes good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant. When a change order decreases work, i.e. RIDOT determines specific line items are no longer necessary on a contract or there is a quantity change on an item, no good faith effort must be shown. However, when an increase of work occurs or there is a termination of a DBE, good faith efforts must be shown in accordance with the preceding requirements.

C. Monthly Payment Certifications:

All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. RIDOT's Prompt Payment Clause applies to both DBE and non-DBE subcontracts. The Contractor is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

D. Joint Check Procedure for DBEs:

A prime contractor must receive written approval by the Department's DBELO 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 contractor to the Department's OCR 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:

1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. 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; and
5. The DBE remains responsible for negotiation of price, determining quality and quantity, ordering materials and installing (where applicable) and paying for the material itself.

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 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 Sections I. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OCR 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 subcontractor on the "Certification of Progress Payment" form, the Prime Contractor shall release all retainage held by the Prime Contractor within thirty (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