

# RHODE ISLAND PUBLIC TRANSIT AUTHORITY

705 Elmwood Avenue  
Providence, RI 02907

## **GENERAL GUIDELINES FOR COMPLETING REQUEST FOR PROPOSALS PACKAGE**

This document is intended as a guideline to assist prospective proposers in successfully completing the necessary Proposal paperwork. You are strongly encouraged to read the Instructions for Proposers Sections very carefully. This document is NOT intended to replace the more-detailed instructions that are included in the attached Proposal Package.

- It is **EXTREMELY IMPORTANT** that all required forms be filled out completely. Federal and State Regulations mandate that these forms be filled out properly. Failure to fill out these forms may result in your Proposal being ruled non-responsive. Non Responsive Proposals **will not** be awarded the contract.
- **REMEMBER to completely fill out** all REQUIRED FORMS (see REQUIRED FORMS Checklist). The forms that are checked off are the only ones that apply to this Proposal. Please submit them in the correct order by Page Number.
- **In the event the Proposal requests specific information; Please use the forms provided, attach additional sheets to the forms if necessary. DO NOT substitute your own forms.**
- If a form does not apply to your business or Proposal please mark the form Not Applicable or some other similar wording at your discretion.
- DBE (Disadvantaged Business Enterprise) Obligation. RIPTA agrees to ensure that DBES, as outlined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts. Therefore, it is imperative that you read the DBE Section and complete the necessary Paperwork. DBEs submitted must be certified by the State of Rhode Island at the time of Proposal submittal.
- Make Sure the Proposal Response is received by the RIPTA Purchasing Department by the designated date and time. Late Proposals will not be accepted.
- It shall be the responsibility of prospective proposers to check the State of Rhode Island, Department of Administration Division of Purchases Website for any addenda.
- Make Sure that the Proposal is returned in a **Sealed** Envelope or Box **CLEARLY LABELED** with the following Information: **Proposal Number and what the Proposal is for. This information should be in the lower left hand corner.** The envelope or box should also be labeled **Proposal DOCUMENTS ENCLOSED**
- When in doubt, contact RIPTA Contracts Manager (401) 784-9500 extension 1214 for assistance.

- **Proposal must be submitted pre-punched for standard three ring binders. A binder is not required. Spiral bound Proposal submittals WILL NOT be allowed. Please note that United Parcel Service will not deliver to our address.**

**Please do not wait until the last minute with questions. RIPTA has limited Staff, which may not be available at all times.**

**Please refer to Page 86 for Scope of Work**

## Return Address

## CONTRACTS MANAGER

**PROPOSAL NUMBER: 22-06****PROPOSAL FOR: Resilience Consulting Services**

**DUE:** **October 12, 2022**

# RHODE ISLAND PUBLIC TRANSIT AUTHORITY

705 Elmwood Avenue  
Providence, RI 02907

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## REQUIRED COMPANY INFORMATION FORM

The following information is mandatory; Failure to complete this section may jeopardize your eligibility to be awarded the contract. **ALL SECTIONS OF THIS FORM MUST BE FILLED OUT COMPLETELY**

**THIS INFORMATION IS REQUIRED IN ACCORDANCE WITH 49CFR 26.11**

**THIS FORM IS REQUIRED FOR ALL PROPOSERS, PRIME CONTRACTORS,  
POTENTIAL SUBCONTRACTORS AND SUBCONTRACTORS**

**PLEASE PRINT OR TYPE YOUR INFORMATION**

---

COMPANY NAME \_\_\_\_\_

COMPANY STREET ADDRESS: \_\_\_\_\_

\_\_\_\_\_

COMPANY MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

COMPANY REMIT TO ADDRESS: \_\_\_\_\_

\_\_\_\_\_

COMPANY CONTACT PERSON: \_\_\_\_\_

COMPANY TELEPHONE NUMBER: \_\_\_\_\_

EMERGENCY 24 HOUR TELEPHONE NUMBER(S) (IF APPLICABLE): \_\_\_\_\_

\_\_\_\_\_

COMPANY TELEFAX NUMBER: \_\_\_\_\_

COMPANY CONTACT EMAIL: \_\_\_\_\_

AGE OF THE FIRM (YEARS): \_\_\_\_\_

ANNUAL GROSS RECEIPTS (DOLLARS): \_\_\_\_\_

AVG 3 YEAR GROSS RECEIPTS LESS THAN 23.98 MILLION YES NO

DOES THE STATE OF RHODE ISLAND AS CERTIFY YOUR FIRM A  
DISADVANTAGED BUSINESS ENTERPRISE? \_\_\_\_\_

DUNN AND BRADSTREET NUMBER: \_\_\_\_\_

NAICS CODE: \_\_\_\_\_ INDUSTRY \_\_\_\_\_

NAICS Code can be found at the following website: [www.naics.com](http://www.naics.com)

COMPANY STATUS:        PRIME CONTRACTOR        SUBCONTRACTOR

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY**  
**Request for Proposals Number 22-06**

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**REQUEST FOR PROPOSALS**

**PROPOSAL NO:** 22-06

**DATE OF INVITATION:** August 26, 2022

**PRE-PROPOSAL MEETING:** None

**PROPOSAL RECEIPT DATE:** October 12, 2022

**FURNISHING OF:** Resilience Consulting Services

**FEDERAL TRANSIT ADMINISTRATION PROJECT NO.** Various FTA Grants

The participant shall specify the official name of his/her company in the upper left-hand corner of the Proposal Response Envelope and show **PROPOSAL NO: and Proposal Description in the lower left-hand corner and send or deliver to:**

**Purchasing Department  
Room 217  
705 Elmwood Avenue  
Providence, RI 02907**

The participant shall execute the offer form enclosed herewith.

Proposals will be reviewed and evaluated; all participants will be notified as soon as approval of award is made.

The Proposers shall execute the offer form enclosed herewith. The Proposers shall return **Six copy (ies)** with the **original** Proposal.

**RIPTA RESERVES THE RIGHT TO REJECT PROPOSALS FROM PARTICIPANTS WHO HAVE NOT USED THE FORM AND PROPER PROPOSAL RESPONSE ENVELOPE FORMAT.**

**RIPTA RESERVES THE RIGHT TO CANCEL ANY PARTICULAR SOLICITATION, AND/OR REJECT ANY OR ALL PROPOSALS.**

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**RHODE ISLAND PUBLIC TRANSIT AUTHORITY**  
**Request for Proposals Number 22-06**

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**I. CALENDAR**

**A. Date of Invitation:** August 26, 2022

**B. Pre-Proposal Conference:**

1. **Date:** None
2. **Time:** 1:00 p.m. Eastern Time
3. **Place:** RIPTA Board Conference Room  
269 Melrose Street, Providence, RI

Any and all appeals must be submitted in writing prior to the time and date set for the Pre-Proposal Meeting.

**Safety Vests are required if you plan on touring any RIPTA Facilities other than the Conference Room as part of this meeting.**

**C. Request for Approved equals and Questions**

must be submitted **ELECTRONICALLY IN MICROSOFT WORD FORMAT** to RIPTA Contracts Manager by:

1. **Date:** September 21, 2022
2. **Time:** 1:00 p.m. Eastern Time
3. **Response to approved equals:** 10 - 14 days prior to Proposal opening.

**Please submit all of your questions in writing in one document by the deadline above; do not submit them piecemeal.**

**Requests for Approved Equals must be accompanied by adequate Technical Information for the Authority to review. Requests submitted with insufficient information will not be considered.**

**Requests for Approved Equals/Questions submitted after the deadline will NOT be considered**

**It should be noted that Requests for Approved Equals/Questions can be used for both questions regarding the technical specifications and regarding contractual terms and conditions**

**Approved Equals must be submitted by the Prime Contractors only. Potential Subcontractors must coordinate with Prime Contractors for submission of any products they wish to submit.**

**D. Proposal Receipt:**

1. **Date:** October 12, 2022
2. **Time:** 1:00 p.m. Eastern Time

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### II. NOTICE TO OFFERORS

**A. DATE: August 26, 2022**

The Rhode Island Public Transit Authority (RIPTA) is requesting Proposals for the following:

#### **Resilience Consulting Services**

All Proposals shall be submitted in the required format and quantity as set forth in the RFP. This Proposal must be received by October 12, 2022 at 1:00 p.m. Eastern Time by the Purchasing Department, Room 217, 705 Elmwood Avenue Providence, Rhode Island 02907. **Please be advised that United Parcel Service does not deliver to this address.**

Award of contract is subject to financial assistance of 80% from the U.S. Department of Transportation (FTA Project Various FTA Grants) and 20% from RIPTA. The successful Proposer shall comply with the conditions and terms applicable thereunder.

The successful Proposer shall be required to comply with all applicable Equal Opportunity and Disadvantaged Business Enterprise regulations. Proposers are encouraged to view the Rhode Island Minority Business Enterprise (RIMBE) website for a list of Disadvantaged Business Enterprise vendors that may be interested in working with your company on this Proposal. All DBEs submitted must be certified by the State of Rhode Island at the time of Proposal submittal.

The RIMBE Website address is <http://odeo.ri.gov/offices/mbeco/dbe-program.php>

The Disadvantaged Business Enterprise goal for this project is 0 %

The successful Proposer shall be required to certify that he is not on the Comptroller General's List of Ineligible Contractors.

An electronic copy of the IFB is available on the State of Rhode Island, Department of Administration, Division of Purchases Website.

<http://www.purchasing.ri.gov/bidding/ExternalBidSearch.aspx>

RIPTA Solicitations can be found in the, Quasi Public Sector, listed under the Rhode Island Public Transit Authority. Bidders must **download the Bid documents and complete the required forms.**

If you are unable to access the Internet, a printed copy of the Proposal may be obtained from RIPTA's Purchasing Department by calling Michael J. McGrane at (401) 784-9500, ext. 1214.

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### III. CONTACT LIST

Please contact RIPTA's Contracts Manager with any questions you may have regarding this Procurement

#### A. Contracts Manager

Mr. Michael J. McGrane

Phone: (401) 784-9500 extension 1214

[mmcgrane@ripta.com](mailto:mmcgrane@ripta.com)

**All contacts with the Authority regarding this Procurement Action shall be directed to the RIPTA Contracts Manager. The Contracts Manager will contact the appropriate RIPTA Staff as needed. The Authority does not assume responsibility for the accuracy of information obtained from other RIPTA Staff.**

**Failure to adhere to this procedure may result in rejection of your Proposal.**

### IV. PUBLIC COPY OF PROPOSAL SUBMITTAL

Each Proposers must submit a copy of their proposal submittal to be available for public inspection upon opening of the proposals. The burden to identify and withhold from the public copy that is released at the proposal opening any trade secrets, commercial or financial information or other information the Proposers deems not subject to public disclosure pursuant to Chapter 38-2 of the Rhode Island Access to Public Records Act shall rest with the Proposers submitting the proposal. Failure to submit a "Public Copy" will result in the submitted copy being deemed available to the public.

### V. ELECTRONIC COPY OF THE PROPOSAL RESPONSE

Each Proposer must submit an electronic copy of their Proposal Response. **The electronic version shall be CD or other electronic media.** This is in addition to the number of printed copies requested elsewhere in this document. **This must be submitted WITH the proposal, NOT sent separately.**

# RHODE ISLAND PUBLIC TRANSIT AUTHORITY

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### VI. INSTRUCTIONS FOR PROPOSERS

#### A. Definition of Terms.

Whenever herein or in the Proposal contract documents the following terms, pronouns or abbreviations are used, the intent and meaning shall be interpreted as follows:

1. **Procuring agency**

Procuring Agency is defined as the Rhode Island Public Transit Authority.

2. **RIPTA**

RIPTA shall refer to the Rhode Island Public Transit Authority.

3. **Contractor**

Contractor shall mean the successful Proposers to whom a contract is awarded.

4. **Request for Proposals (RFP)**

Request for Proposals shall mean the complete assembly of related documents, whether attached or incorporated by reference, furnished by RIPTA for the purpose of proposing, including the Request for Proposals, the Instructions for Proposers, Supplemental Conditions, Specifications, Proposal Form, Proposal Attachments, and Addenda, if any. Proposals shall be in strict accordance with the Terms of the RFP.

5. **Authorized Signature.**

The person who is executing this contract on behalf of the Proposers and who is authorized to bind the Proposers.

6. **Request for Proposals.**

The advertisement of the issuance by RIPTA of an Request for Proposals, which is published, posted and sent to prospective proposers informing interested persons of the proposed procurement.

7. **Proposal Evaluation Factors/Criteria**

Evaluation Factors/Criteria given in the Technical Specifications are not listed in order of priority. The order of the listing has no relationship to the relative importance of the factors.

8. **Basis of Award**

The Contract will be awarded to the vendor that submits the Proposal that is rated the overall best value to the Authority.

9. **Notice of Award.**

The receipt of a Purchase Order or Letter of Contract issued by RIPTA shall serve as notice of the award of contract.

10. **Specifications.**

The written description and statement of necessary requirements of the equipment/construction, supplies and/or service to be provided.

11. **Tender**

The Proposer's documents and all attachments tendered in response to the Proposal requests.

# RHODE ISLAND PUBLIC TRANSIT AUTHORITY

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**B. Form of Proposal and Signature.**

The Proposal shall be presented with an original and Six copies on the forms provided herewith by RIPTA and shall be enclosed in a sealed envelope marked and addressed as required on the Proposal form.

Depending upon whom the Proposal is made by, the following signature and instructions must be followed:

**1. Sole Owner.**

Proposal shall be signed with his full name, and his address shall be given.

**2. General Partnership.**

Proposal shall be signed with the partnership name by a partner who shall also sign his/her own name, and the name and address of each partner shall be given.

**3. Limited Partnership**

Proposal shall be signed with the partnership name by a general partner who has authorization to do so who shall also sign his/her own name.

**4. Corporation.**

Proposal shall be signed by an officer or other individual who has the full and proper authorization to do so, and the corporate seal shall be affixed to the contract, or if the corporate seal is not affixed to the contract and it is signed by a person other than an officer, there must be attached to the contract a certified copy of a resolution of the corporation authorizing such officer or person to sign written contracts for and on behalf of the corporation.

**C. Proposal.**

The terms of the Proposal must not be changed. All blank spaces in said form shall be properly filled. Alterations by erasure or interlineation must be explained or noted in the Proposal over the signature of the Proposers. If the unit price and the total amount named by a Proposers for any item, do not agree, **the unit price** alone will be considered as representing the Proposer's intention.

**D. Unauthorized Conditions.**

Unauthorized conditions, limitations or provisions attached to a Proposal will render it informal and may cause its rejection.

**E. Submission of Proposal.**

Prior to the hour specified in the Request for Proposals inviting sealed Proposals, all Proposals shall be delivered to the Contracts Manager at the address shown in the Request for Proposals. All costs associated with preparation and submission of a Proposal shall be borne by the Proposers. The Authority assumes no responsibility for these costs

Each Proposal shall be in a sealed envelope properly labeled on the outside with the Proposal number and description. No Proposals received after said time or at any place other than the time and place as stated in the Request for Proposals will be considered. **No Proposal electronically transmitted, e.g. email and fax will be considered.**

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**F. Modification or Withdrawal of Proposal.**

A Proposal may be modified or withdrawn by written or telegraphic notice received in the office designated in the Request for Proposals not later than the exact time set for receiving of Proposals. A telegraphic notice of modification or withdrawal of a Proposal telephoned by the receiving telegraphic office no later than the set for opening of Proposals will be considered if the telegraph company confirms the message by sending a copy of a written telegram, which formed the basis of the telephone call. A Proposal may be withdrawn in person by a Proposers or his/her authorized representative provided his/her identity is made known and he signs a receipt for the Proposal if the withdrawal is prior to the exact time set for receiving the Proposals. Modifications of Proposals and requests for withdrawal of Proposals which are received in the office designated in the Request for Proposals after the exact time set for opening are "late modifications" and "late withdrawals" respectively. A late modification or late withdrawal will be subject to the rules and procedures applicable to late Proposals. A late modification of an otherwise successful Proposal will be opened at any time it is received. If, in the judgment of the Director of Procurement, it makes the terms of the Proposal more favorable to RIPTA, it will be presented to the Contract Manager and Director of Procurement for consideration.

**G. Proposers Interviews or Presentations**

The Authority reserves the right, at its sole discretion, to request Proposal respondents to make presentations or interviews. This may be done in person, or through electronic means (i.e. telephone or via the internet). The purpose of this presentation is to enhance the presentation, not to amend it. Proposers should prepare their Proposal responses based upon the assumption that there will not be interviews, unless specifically stated in the Technical Specifications. The Written Proposal should reflect their best effort.

**H. Samples**

Samples, when required, must be submitted within the time specified, at no expense to RIPTA. If not, destroyed or used up during testing, samples will be returned upon request at the Proposer's expense.

**I. Canvass of Proposals.**

At the hour specified in the Request for Proposals, a designee will receive the Proposals. An award will be made or Proposals rejected by RIPTA within the time specified in the specifications or Proposal forms, or if not specified, within a reasonable time after Proposals have been opened.

**J. Rejection of Proposals.**

RIPTA reserves the right to reject any and all Proposals. The right is reserved to reject any or all Proposals, and to waive technical defects as the interest of RIPTA may require. Each Proposer shall be notified if all Proposals are rejected.



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**K. Sales Tax Exemption.**

RIPTA confirms there are no state, local or federal taxes applicable to this purchase.

**L. Delivery Charges.**

Unless otherwise stated in the RFP, proposers shall include freight and/or delivery charges in the total price of their Proposals.

**M. Alternative Proposal**

Submissions of an alternative Proposal or Proposals, except as specifically called for in the Specifications or RFP, will render the Proposal informal and may cause its rejection.

**N. Non-Collusive Affidavit.**

The Proposers represents and warrants that its Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the Proposers has not, directly or indirectly, induced or solicited any other Proposers to submit a sham Proposal or any other person, firm or corporation to refrain from proposing, and that the Proposers has not in any manner sought by collusion to secure itself an advantage over any other Proposers.

**O. Interest of RIPTA Personnel.**

The Proposers represents and warrants that neither the Chief Executive Officer, nor any Board Member, nor any employee of RIPTA, is in any manner interested directly or indirectly in the Proposal or in the contract, which may be made under it, or in any expected profits to arise therefrom.

**P. Penalty for Collusion.**

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any Proposal or Proposals, colluded with any other party or parties, then the contract so awarded shall be **voidable** by RIPTA and the Contractor and his bondsmen shall be liable to RIPTA for all loss or damage which RIPTA may suffer thereby and the RIPTA Board may advertise for a new contract for said labor, supplies, materials, equipment or service.

**Q. Proposal Acceptance Period**

All Proposals shall remain in effect one hundred twenty (120) calendar days from the date of Proposal opening. Proposals offering less than one hundred twenty (120) calendar days for acceptance by RIPTA from the date set for opening will be considered non-responsive and will be rejected.

**R. Postponement.**

RIPTA reserves the right to postpone, for its own convenience, the date the Proposal is to be received, but any Proposers whose Proposal has already been submitted to RIPTA when the decision to postpone is made shall be afforded the opportunity to revise or withdraw its Proposal.

**S. Amendment and/or Postponement.**

RIPTA reserves the right to revise or amend the specifications up to the time set for the receiving of Proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. It shall be the

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responsibility of prospective proposers to check the State of Rhode Island, Department of Administration Division of Purchases Website for any addenda. If the revisions and addenda require changes in quantities or price Proposal, or both, the date set for receiving Proposals may be postponed by such number of days as in the opinion of RIPTA shall enable proposers to revise their Proposals. In any case, Proposal openings shall be at least seven (7) working days after the last addendum, and the addenda shall include an announcement of the new date, if applicable.

### **T. Single Proposal.**

1. In the event a single Proposal is received, RIPTA will, at its option, either conduct a price and/or cost analysis of the Proposal and make the award by negotiation or reject the Proposal and re-advertise. A price analysis is the process of examining the Proposal and evaluating a prospective price without evaluating the separate cost elements. Price analysis shall be performed by comparison of the price quotations submitted on other current quotations, with published price lists, or other established or competitive prices. The comparison shall be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.
2. Where it is impossible to obtain a valid price analysis, it may be necessary for RIPTA to conduct a cost analysis of the Proposal price. Cost analysis is the review and evaluation of a contractor's cost or pricing data and of the factors applied in projecting from such data the estimated costs of performing the contract, assuming reasonable economy and efficiency.
3. The price and/or cost analysis shall be made by RIPTA's Procurement Department.

### **U. Qualifications for Award.**

The Proposers must be a person, firm or corporation that:

1. Has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under this contract.
2. Has adequate service personnel, or has the capability to have such personnel, to satisfy any service problems that may arise during the warranty period.
3. Has the necessary facilities and financial resources or has the capability to obtain such facilities and resources to complete the contract in a satisfactory manner within the required time.
4. The Procuring agency shall have the right to conduct a pre-award survey on each Proposers. Doubt as to the capability or technical ability, productive capacity or financial strength, which cannot be resolved affirmatively, shall require a determination of non-responsibility by RIPTA.

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**V. Ineligible Proposers.**

The Proposers shall be required to certify, upon request, that it is not on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

**W. Disadvantaged Business Enterprise (DBE)**

The Rhode Island Public Transit Authority shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. RIPTA will take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. RIPTA's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated herein by reference.

Implementation of this DBE Program is a legal obligation and failure to carry out its terms shall be a violation of Federal law and a breach of any applicable DOT-assisted contract. Upon notification to RIPTA of its failure to carry out its approved DBE Program, the DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases where a firm/contractor makes a false or fraudulent statement in connection with participation of a DBE in any DOT assisted program or otherwise violates Federal law, refer the matter for prosecution under 18 U.S.C. 1001 and/or under 49 CFR Part 31, Program Fraud Civil Remedies Act. ..

**X. Addenda.**

RIPTA may issue addenda containing amendments to its Proposal solicitation documents. Any addendum issued less than seven (7) days prior to the receipt of Proposal shall, if necessary, contain a provision postponing the date of the receipt of Proposal to a date that will provide proposers adequate time to respond to the addenda. Addenda shall be numbered sequentially.

**Y. Proposer's Requests and Appeals.**

**1. Appointments.**

Proposers and suppliers may make appointments with the contact person listed in the specifications to discuss the specifications.

**2. Amending Materials.**

Any amending material issued by RIPTA pertaining to the Proposal solicitation documents (including, without limitation: clarifications, approved equals, and corrections) shall be set forth in an addendum and sent to all parties who are on record as having obtained a copy of the Proposal solicitation documents.

**3. Appeal.**

Should any Proposers or supplier choose to appeal RIPTA's decision, such appeal must be in writing and received by RIPTA not less than seven (7) calendar days before the date of receipt of Proposal. RIPTA has no obligation to consider appeals

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received less than seven (7) calendar days before the date of the receipt of Proposal.

**4. Withdrawal.**

The Proposers or supplier may withdraw its appeal at any time before RIPTA issues a final decision. There shall be no further review of the appeal after the final decision is issued.

**5. Notification.**

Should RIPTA postpone the date of the receipt of Proposal owing to the appeal, RIPTA shall notify all parties who are on record as having obtained a copy of the Proposal solicitation documents that an appeal has been filed and that the date of the receipt of Proposal shall be postponed until RIPTA has issued its final decision. RIPTA shall issue appropriate amendments postponing the re-scheduling date of the receipt of Proposal.

**Z. Equal Employment Opportunity.**

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, religion, sexual orientation, gender identity or expression, disability status or veteran status. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment, without regard to their race, color, sex, age, national origin, religion, sexual orientation, gender identity or expression, disability status or veteran status. Such actions shall include, but not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

**AA. Prohibited Interest.**

No member, officer, or employee of RIPTA or of a local public body during his tenure or for one year thereafter shall have any interest, directly or indirectly, in this contract or the proceeds thereof.

**BB. Interest of Members of Congress.**

No member or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

**CC. Contract Commencement Date.**

The contract commencement date shall be the date of the signing of the Purchase Order or by Letter of Contract signed by an authorized RIPTA employee.

**DD. Notice, Waiver and Applicable Law.**

Notice given to Contractor and RIPTA shall be given to the parties in writing by certified mail at the respective addresses set forth herein. Waiver by RIPTA of a breach by Contractor of any provision of this contract shall not be deemed a waiver of future compliance therewith, and such provision as well of future provisions hereunder, shall remain in full force and effect. The rights and duties of the parties hereto shall be determined by the laws of the State of Rhode Island, and to that end

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this agreement shall be considered and construed as a contract made an to be performed in the State of Rhode Island.

### **EE. Protest.**

#### **1. General.**

Protests will be accepted from prospective Proposers or Offerors whose direct economic interest would be affected by the award of a Contract or by failure to award a contract. The RIPTA Director of Purchasing will consider all protests or objections filed in a timely manner regarding the award of a contract, whether submitted before or after award. If the protest is oral and the matter cannot be otherwise resolved, written confirmation of the protest will be requested. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protests must include at least the following information:

- a. Name, address and telephone number of protester.
- b. Identification of the solicitation or Contract number.
- c. A detailed statement of the legal and factual grounds of protest, including copies of relevant documents
- d. A statement as to what relief is requested.
- e. Protest should be sent to:  
Director of Procurement  
RI Public Transit Authority  
Room 217  
705 Elmwood Avenue  
Providence, RI 02907
- f. Protests must be filed with the RIPTA in accordance with our procedures and time requirements. The protest to RIPTA must be complete and contain all the issues that the protester believes relevant. RIPTA will respond to each substantive issue raised in the protest. Failure to include an issue in the protest eliminates that issue from further consideration. All protest decisions entered by RIPTA are final in accordance with FTA "Third Party Contract" Regulation.
- g. On occasion, when considered appropriate, an informal conference on the merits of the protest with all interested parties may be held.

### **FF. Protests before Award**

#### **1. Solicitation Phase.**

Protests concerning the solicitation must be submitted in writing five (5) working days prior to Proposal opening or closing date for receipt of Proposals. If the written protest is not received by the time specified, award may be made in the normal manner unless the Director of Purchasing, upon investigation, finds that remedial action is required. Oral protests not followed up by a written protest will be disregarded.

Notice of a protest and the basis therefore will be given to all potential Proposers or Offerors.

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### 2. Pre-Award Phase.

When a protest against the making of an award is received after receipt of Proposals but prior to award, the Director of Purchasing may determine to withhold the award pending disposition of the protest. The proposer or proposers whose Proposals might become eligible for award should be requested, before expiration of the time for acceptance of their Proposals, to extend the time for acceptance (with consent of sureties, if any) to avoid the need for re-advertising. RIPTA will provide a written response to each material issue raised in the written protest.

Where a written protest against the making of an award is received in the time specified, award will not be made prior to five (5) working days after resolution of the protest. If a protest has been filed with FTA, award will not be made during the pendency of that protest. **It should be noted that the FTA will not substitute its judgment for that of RIPTA unless the matter is primarily a Federal concern.** Circumstances where RIPTA would allow an exception to the stated protest award policy are:

- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make award promptly; or,
- c. Failure to make award will otherwise cause undue harm to RIPTA or the Federal Government.

If award is made, the Director of Procurement will document the file to explain the need for an award, and will give written notice of the decision to proceed with the award to the protester and, as appropriate, to others concerned.

### GG. Protests after Award.

A protest received not later than 10 (ten) working days after award shall be reviewed by the Director of Purchasing. The Contractor will, in any event, be furnished with the notice of protest and the basis therefore. When it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to the Authority's interest, the Director of Purchasing should consider a mutual agreement with the Contractor to suspend performance on a no-cost basis.

### HH. Source Selection and Contract Award

The contract shall be awarded with reasonable promptness by written notice to the responsive and responsible Proposers who's Proposal will be evaluated using a best value approach. The ultimate selection of an offeror will be on the basis of overall best value to the Authority.

### II. Title VI Assurances

Contractors and subcontractors will be required to comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. §2000d, et seq.), and the Assurances by RIPTA pursuant thereto.

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**JJ. Energy Conservation Requirements:**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State of Rhode Island Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

**KK. Program Fraud**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S. C. § 3801 et. Seq. and U. S. Department of Transportation regulations. "Program Fraud Civil Remedies" 49 C.F. R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made , it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal Transit Administration assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it make, 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 Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or 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 the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 5307 (n) (1) on the Contractor, to the extend the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**LL. No Government Obligation to Third Parties:**

1. The Purchaser and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

**MM. Veteran's Employment**

The Contractor shall ensure that contractors working this project shall give a hiring preference, to the extent practicable, to veterans (as defined in Section 2108 of title 5) who have the requisite skills and abilities to perform the work required under the contract. This shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**NN. Solid Waste (Recycled Products)**

This Contract must comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**OO. Prohibition on certain telecommunications and video surveillance services or equipment.**

Vendors responding to this contract are prohibiting from providing the equipment that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence



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or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**PP. Disputes, Breaches, Defaults, and Litigation.**

The FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise. (b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the RIPTA must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the RIPTA is located. The Contractor must include a similar notification requirement in its subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal 95 Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. (3) Additional Notice to U.S. DOT Inspector General. RIPTA shall promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the RIPTA is located, if the RIPTA has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the RIPTA and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the RIPTA. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of RIPTA. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the RIPTA, including divisions tasked with law enforcement or investigatory functions. (c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of

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any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, RIPTA may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that RIPTA receives FTA's prior written concurrence. (d) Enforcement. RIPTA must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation

### **VII. GENERAL PROVISIONS**

#### **A. Definitions:**

As used throughout this Contract, the following terms shall have the meanings set forth below:

1. **Authority**

Authority means Rhode Island Public Transit Authority (RIPTA).

2. **Contracting Manager**

the person executing this Contract on behalf of the Authority, and his or her successor, and the term includes, except as otherwise provided in this Contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

3. **Directed, Ordered, designated or prescribed**

Wherever in the scope of the work the words directed, ordered, designated, prescribed, or words of like importance are used, it shall be understood that the direction, requirement, order, designation, or prescription of the Contracting Manager is intended and similarly the words approved, acceptable, satisfactory, or words of like importance shall mean approved by, or acceptable to, satisfactory to the Contracting Officer, unless expressly stated.

#### **B. Changes:**

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes within the general scope of this Contract. If any such changes causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, whether changed or not changed by the order, the Contracting officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

The Contractor must assert its right to an adjustment under this article within 30 days from the date of receipt of the written order. Failure to agree to any adjustment shall be a dispute under the Disputes article. However, nothing in this article shall excuse the Contractor from proceeding with the contract as changed.

#### **C. Extras:**

Except as otherwise provided in this Contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing in advance by the Contracting Officer.

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**D. Inspection:**

All supplies, which term throughout this article includes without limitation raw materials, components, intermediate assemblies, and end products, shall be subject to inspection and test by the Authority, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity within the requirements of this Contract, the Authority shall have the right either to reject them or require their correction. If any inspection or test is made by the Authority on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Authority inspectors in the performance of their duties.

All inspections and test by the Authority shall be performed in such a manner as not to unduly delay this work. The Authority reserves the right to charge to the Contractor any additional cost of Authority inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Authority therefore. The inspection and test by the Authority of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regard latent defects, fraud, or such gross mistakes as amount to fraud. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Authority during the performance of this Contract and for such longer period as may be specified elsewhere in this Contract.

**E. Responsible:**

Notwithstanding the requirements for any Authority inspection and test contained in Specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the Authority, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the Drawing, Specifications and Contract requirements.

**F. Title and Risk of Loss**

Unless this Contract specifically provides for earlier passage of title, title to supplies covered by this Contract shall pass to the Authority upon

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formal acceptance. Unless this Contract specifically provides otherwise, risk of loss of or damage to supplies covered by this Contract shall remain with the Contractor, until acceptance by the Authority.

Notwithstanding the above, the risk of loss of or damage to supplies which so fail to conform to the Contract as to give a right of rejection shall remain with the Contractor until cure or acceptance, at which time the above shall apply.

**G. Storage of Contractor Material on RIPTA Property**

The Authority will not accept responsibility for any Contractor Material stored on RIPTA Property. It shall be the responsibility to provide a secure, method of storing their material on RIPTA Property.

**H. Payments**

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as specified. The failure to perform may result in partial or full suspension of payment and/or process payment. The Authority's payment terms are 60 days after approval of an invoice unless otherwise negotiated.

**I. Stop Work Order**

The Contracting Manager may, at any time, by written order to the Contractor, require the Contractor to stop all, or part of the work called for by this Contract. Any such order shall be specifically identified as a STOP WORK ORDER issued pursuant to this article. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

**J. Disputes**

1. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Chief Executive Officer. The decision of the Chief Executive Officer or his/her duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this article, the Contractor shall be awarded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the

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performance of the contract and in accordance with the Contracting Officer's decision.

- 2 This **DISPUTES** article does not preclude consideration of questions of law in connection with decisions provided for in paragraph a. above. Nothing in this Contract, however, shall be construed as making the final decisions of the General Manger of his/her representative on a question of law.

### **K. Default**

1. The Authority may, subject to the provisions of paragraph b. below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
  - a. If the Contractor fails to make delivery of the supplies or to satisfactorily perform the services within the time specified herein or any extension thereof; or
  - b. If the Contractor fails to perform any of the other provisions of this Contractor, or so fails to make its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period of as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure
2. Default without the fault or negligence of the Contractor. Such causes may include, but are restricted to, acts of God or of the public enemy, acts of the Government in its sovereign capacity or the Authority in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
3. If the Contractor fails to deliver the supplies or satisfactorily perform the services within the time specified in this Contract, or any extension thereof, the actual damage to the Authority for the delay will be difficult or impossible to determine. Therefore in lieu of actual damages, the Contractor shall pay to the Authority as fixed, agreed and liquidated damages for each calendar day of delay, the amount set forth elsewhere in this Contract. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor, and in such event, subject to this DISPUTES article, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgment the findings of fact justify an extension.
4. The rights and remedies of the Authority provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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**L. Termination for Convenience of the Authority**

The performance of work under this Contract may be terminated by the Authority in accordance with this article in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Authority. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claims shall be submitted promptly by in no event later than one year from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this Contract, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

In the event of the failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid the Contractor by reason of the termination of work pursuant to this article, the Contracting Officer shall, subject to any review by the contracting agency's procedures in effect as of the date of execution of this Contract, determine, on the basis of information available to him, the amount if any, due the Contractor by reason of the termination.

Costs claimed, agreed to, or determined pursuant to this paragraph shall be in accordance with the applicable with the applicable contract cost principles and procedures of the Federal Acquisition Regulations (48 CFR 31.1) in effect on the date of this Contract. The Contractor shall have the right to appeal, under the DISPUTES article of this Contract from any determination made by the Contracting Officer, except that, if the Contractor has failed to submit his claim within the time provided above and has failed to request extension of such time, he shall have no such right of appeal. Unless otherwise provided for in this Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Authority at all reasonable times at the office of the Contractor but without direct charge to the Authority, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, micro photographs, or other authentic reproductions thereof.

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**M. Federal, State and Local Taxes**

Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, State, and Local taxes and duties. The Authority upon the request of the Contractor shall, without further liability, furnish evidence appropriate to establish exemption from any Federal, State, or Local tax.

**N. Walsh-Healey Public Contracts Act**

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed or exceed \$14,000 and is otherwise subject to the Walsh-Healey Public Contract Act, as amended (41 U.S.C. 34-35), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations of the Secretary of Labor which are now or may hereafter be in effect.

**O. Officials Not to Benefit**

No member, officer, or employee of the Authority during his tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

**P. Covenant against Contingent Fees**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability or in its discretion, to full amount of such commission, percentage, brokerage, or contingent fee.

**Q. Notice to the Authority of Labor Disputes**

Whenever the Contractor has knowledge that any or potential labor disputes is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer. The Contractor agrees to insert the substance of this clause, in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the Contractor, as the case may be, of all relevant information with respect to such dispute.

**R. Patent Indemnity**

1. If the amount of this Contract is in excess of \$10,000, the Contractor shall indemnify the Authority and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent arising out of the manufacture or delivery of supplies under this Contract.

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2. In addition, if specifically requested by the Contracting Officer prior to execution of the Contract, a copy of the current license agreement and identification of applicable claims of specific patents shall be furnished.

**S. Use of Trade Names**

Any trade names used in this document are merely used for a point of reference. The Authority will consider submission of approved equals on any or all products specified. Use of trade names by the Authority bears no actual or implicit approval for the violation of any current or pending patents or copyrights.

**T. Rights in Technical Data**

1. The Authority shall have the right to use, duplicate or disclose technical data, which includes computer software, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so:
  - a. Any manuals, instructional materials prepared for installation, operation, maintenance or training purposes;
  - b. Technical data pertaining to end items, components or processes which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("for, fit and function: data; e/g/ specification control drawing, catalog sheets, outline drawing; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software);
  - c. Other technical data which has been, or is normally furnished without restriction by the Contractor or subcontractor;
  - d. Other specifically described technical data, which the parties have agreed will be furnished without restriction.
2. The Authority shall have the right to use, duplicate, or disclose technical data other than that defined in paragraph a. in whole or in part, with the express limitation that such technical data shall not, without the written permission of the party furnishing such technical data, be
  - a. released or disclosed in part by the Authority for manufacture, or
  - b. used in whole or in part by the Authority for manufacture, or
  - c. used by a party other than the Authority except for emergency repair or overhaul work only, by or for the Authority where the item or process concerned is not otherwise reasonably available to enable timely performance of the work; provided, that the release or disclosure thereof outside the Authority shall be made



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subject to a prohibition against further use, release or disclosure.

3. Technical data provided in accordance with the provisions of paragraph b. shall be identified by a legend, which suitably recites the aforesaid limitation. Nothing herein shall impair the right of the Authority to use similar or identical data acquired from other sources.
4. The term technical data as used in this article means technical writing, computer software, sound recording, pictorial reproductions, drawings, or other representations and works of a technical nature, whether or not copyrighted, which are specified to be delivered pursuant to this Contract. The term does not include financial reports, cost analysis, and other information incidental to Contract administration. Computer software as used in this article means computer programs, computer databases, and documentation.
5. Material covered by copyright:
  - a. The Contractor agrees to and does hereby grant to the Authority, and to its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world for Authority purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all technical data now or hereafter covered by copyright.
  - b. No such copyright matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for the Authority (or higher-tier contractor) promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.
6. Relation to patents: Nothing contained in this article shall imply a license to the Authority under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Authority under any patent.
7. Any dispute under this article shall be subject to the Disputes article of this contract

### **U. Audit and Inspection of Records**

The Contractor shall maintain records, and the Contracting Officer, the State of Rhode Island, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such contractor, involving transactions related to the Contract, for the purpose of making audit, examination, excerpts and transactions.

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The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Contracting Officer, the State of Rhode Island, the U.S. Department of Transportation and the Comptroller General of the United States or any of their Duly authorized representatives shall, until the expiration of three years after final payment under the Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontract, for the purpose of making audit, examination, excerpts and transcription.

### **V. Gratuities**

In connection with performance of work required under this Contract, or any changes or modifications relative thereto, the giving of or offering to give gratuities (in the form of entertainment, gifts or otherwise) by the Contractor, or any agent, representative or other person deemed to be acting on behalf of the Contractor, or any supplier or subcontractor furnishing material to or performing work under this Contract, or agent, representative or other person deemed to be acting on behalf of such supplier or subcontractor, to any Director, Officer or employee of the Authority; or to any Director, employee or agent of any of the Authority's agents, consultants, representatives or other persons deemed to be acting for or on behalf of the Authority with a view toward securing a contract or securing favorable treatment with respect to the awarding to the awarding or amending, or the making of any determinations with respect to the performing of such contract is expressly forbidden. The terms of this GRATUITIES article shall be strictly construed and enforced in the event of violations hereto.

### **W. Limitation on Withholding Payments**

If more than one article or schedule provision of this Contract authorized the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts so withheld at any one time shall not exceed the greatest amount which may be withheld under any one such article or schedule provision at that time; provided, that this limitation shall not apply to:

1. Withholdings pursuant to any clause relating to wages or hours of employees;
2. Withholdings not specifically provided for by this Contract; and
3. The recovery of overpayment.

### **X. New Material**

The Contractor represents that the supplies and components to be provided under this Contract are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety).

### **Y. Order of Precedence**

In the event of an inconsistency in the Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. The Proposal Schedule;

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2. Special Conditions;
3. General Provisions;
4. The other provisions of the Contract, whether incorporated by reference or otherwise;
5. The Specifications; and
6. Drawings.

### **Z. Correction of Deficiencies**

#### **1. Definitions:**

As used in this article:

- a. Deficiency means any condition or characteristics in any supplies (which term shall include related technical data) or services furnished hereunder, which is not in compliance with the requirements of this Contract.
- b. Correction means any and all actions necessary to eliminate any and all deficiencies.
- c. Supplies mean the end item(s) furnished by the Contractor and related services required under this Contract.

#### **2. General:**

- a. The rights and remedies of the Authority shall not be affected in any way by any other provisions under this Contract concerning the conclusiveness of inspection and acceptance.
- b. The Contractor shall not be responsible under this article for the correction of deficiencies caused by the Authority. These shall be no extension in time for performance; no increase in contract price for the correction of deficiencies that are the responsibility of the Contractor, his suppliers, and/or subcontractors.

#### **3. Deficiencies in accepted supplies or services:**

If the Contracting Officer determines that a deficiency exists in any of the supplies or services accepted by the Authority under this Contract, he shall promptly notify the Contractor of the deficiency, in writing, within 30 days. Upon timely notification of the existence of such a deficiency, or if the Contractor independently discovers a deficiency in accepted supplies or services, the Contractor shall promptly submit to the Contracting Officer his recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

#### **4. Correction of Deficiencies by Contractor:**

The Contractor shall promptly comply with any timely written direction by the Contracting Officer to correct or partially correct a deficiency, at no increase in the Contract price. The Contractor shall also prepare and furnish to the Authority data and reports applicable to any correction required under this article (including

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revision and updating of all other affected data called for under this Contract) at no increase in the Contract price.

5. **Deficiencies in supplies or services not yet accepted:**

If the Contractor becomes aware at any time before acceptance by the Authority (whether before or after tender to the Authority) that a deficiency exists in any supplies or services, he shall promptly correct the deficiency or, if he elects to invoke the procedures in paragraph c. above he shall promptly communicate information concerning the deficiency to the Contracting Officer, in writing, together with his detailed recommendation for corrective action.

6. **Extensions or Delays**

In no event shall the Authority be responsible for extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct deficiencies, nor shall there be any adjustment of delivery schedule or period of performance as a result of corrections of deficiencies, except as may be agreed to by the Authority in a supplemental agreement with adequate consideration.

7. **Contract Price**

It is hereby specifically recognized and agreed by the parties hereto that this article shall not be construed as obligating the Authority to increase the Contract price of this Contract.

8. **Failure to correct:**

If the Contractor fails or refuses to promptly rectify the deficiency the Contracting Officer shall give the Contractor written notice specifying the failure or refusal and setting a period after receipt of the notice within which it must be cured. If the failure or refusal is not cured within the specified period, the Contracting Officer may, by contract or otherwise, as required:

- a. Obtain detailed recommendations for corrective action;
- b. Correct the supplies or services, or
- c. Replace the supplies or services; and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Authority is entitled to reimbursement from the Contractor or from the proceeds for the reasonable expenses of case and disposition, as well as for excess costs incurred or to be incurred; and
- d. Obtain applicable data and reports; and charge to the Contractor the cost occasioned the Authority thereby.
- e. Impose Liquidated Damages in accordance the terms of this document
- f. Terminate the contract. Termination of contract by RIPTA does not relieve the contractor of any liquidated damages imposed by the Authority.

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### **AA. Assignment**

1. The Contractor shall not transfer the rights and obligations of the Contract to third parties without the prior written approval of the Authority's Contracting Officer. After review of facts and circumstances without exception, the assignment shall not be approved unless the surety, in writing, agrees to that assignment and accepts the assignee as the Contractor and principal on the payment and/or performance bonds.
2. If this Contract provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Contractor from the Authority under this Contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, any may thereafter by further assigned and reassigned to any institution. (Notice of such assignment shall be made to the Authority.) Any such assignment or reassignment shall cover all amounts payable under this Contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. It is the Authority's intent to recognize only bona fide lending institutions, therefore, assignment to any private corporation, business or individual, which does not qualify as such, is specifically prohibited.
3. Any attempt to transfer by assignment not authorized by this article shall constitute a breach of the Contract and the Authority may for such cause terminate the right of the Contractor to proceed as provided in the DEFAULT article of these General Provisions, and the Contractor and his sureties shall be liable to the Authority for any excess costs incurred by the Authority.
4. The Rhode Island Public Transit Authority may assign some or all of its rights to purchase the items specified in this contract to one or more third parties, provided, however, that any such assignment shall not relieve RIPTA of its obligations under this contract unless otherwise agreed to by Contractor in writing.

### **BB. Certificates of Current Cost or Pricing Data**

The Contractor shall provide a Certificate of Current Cost or Pricing Data as required in Subpart 15.804 of the Federal Acquisition Regulations (48 CFR 15.804) in support of any negotiated contract expected to exceed \$100,000 any modification to a formally advertised or negotiated contract on which the aggregate of the increase and decrease in cost are expected to exceed \$100,000; the Contracting Officer at his discretion may request cost or pricing data for modifications on which cost are \$100,000 or less and an attendant certificate of current cost or pricing data.

### **CC. Cargo Preference**

#### **Use of United States Flag Vessels**

Pursuant to Pub. L 664 (56 U.S.C. 1241 (b)):

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### **"Cargo Preference-Use of United States-Flag Vessels**

The Contractor agrees

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the Grantee (through the prime Contractor in the care of subcontractor bills-of lading) and to the Division of National Cargo, Officer of Market Development, Maritime Administration, Washington, D.C. 20230, marked with appropriate identification of the Project.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

### **DD. Buy America Act**

The Contractor agrees to comply with 49 U.S.C. §533(j), and its implementing regulations at 49 C.F.R. Part 661, any amendments thereto, and any implementing guidelines issued by FTA.

### **EE. Equal Opportunity**

#### **1. Race, Color, Creed, National Origin, Sex.**

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or

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other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. **Age**

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29, U.S.C. § 623 and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Disabilities**

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**FF. Nondiscrimination under Federal Grants**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color,, religion, age, national origin, sexual orientation, disability, gender identity or expression or veteran status. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**GG. Rights in Data and Copyrights-FTA (June 1996)**

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Example include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Project administration.

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When the Federal Transit Administration (FTA) provides financial assistance for a planning, research, development, or a demonstration project, it is FTA's general intention to increase mass transportation knowledge, rather than limit the benefits of the Project to participants in the Project. Therefore, unless FTA determines otherwise, the Contractor agrees that FTA may make available to any FTA recipient, sub-recipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data derived under this contract or a copy of the subject data as defined in subsection a. of this clause and shall be delivered as the Government may direct. Unless prohibited by state law, the Contractor agrees to indemnify, save, and hold harmless RIPTA and the Government, their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract. The Contractor shall not be required to indemnify RIPTA and the Government for any such liability arising out of the wrongful acts of employees or agents of RIPTA and the Government.

### **HH. Davis-Bacon Act**

**40 USC &167; 276a -276a-5 (1998) 29 CFR § 5 (1999)**

#### **1. Minimum wages**

- a. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover



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the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth, the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - i. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - ii. The classification is utilized in the area by the construction industry; and
  - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - iv. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- c. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or

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- disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
  - f. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - g. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
  - h. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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- i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - ii. The classification is utilized in the area by the construction industry; and
  - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- i. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- j. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- k. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

## 2. **Withholding**

The Rhode Island Public Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted

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contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the Rhode Island Public Transit Authority may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. **Payrolls and basic records**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b.
  - i. The contractor shall submit weekly for each week in which any contract work is performed a copy of

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- all payrolls to the Rhode Island Public Transit Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;
    - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
  - d. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available

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for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

- a. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's

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level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- b. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the

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registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

5. **Compliance with Copeland Act requirements**

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts**

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debarment**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and related Act requirements**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm



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ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

### II. Contract Work Hours and Safety Standards Act

**40 U.S.C. 327-333 (1995) 29C.F.R. 5 (1995) 29 C.F.R. 1926 (1995)**

#### **1. Overtime requirements**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such to work in excess of forty hours in such workweek unless such laborers or mechanics receive compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

#### **2. Violation; liability unpaid wages; liquidated damages**

In the event of any violation of the clauses set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clauses set forth in paragraph (1) of this section.

#### **3. Withholding for unpaid wages; liquidated damages**

The Rhode Island Public Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clauses set forth in paragraph (2) of this section.

#### **4. Subcontracts**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring

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the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section. (Section 102 non-construction contracts should also have the following provision :)

5. **Payrolls and basic records**

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the names, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions. Whenever the made and actual wages paid Secretary of labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic included the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Beacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

6. **Contract Work Hours and Safety Standards Act**

The contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

7. **Subcontracts**

The Contractor also agrees to include the requirements of the section in each. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to

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perform a portion of a contract involving the furnishing of supplies or materials will be considered a “subcontractor” under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction, is a “subcontractor” if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may said to be construction activity. If goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a “subcontractor.” The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

**JJ. Seismic Safety Requirements**

**42 U.S.C. 7701 et seq. 49 CFR Part 41**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**KK. Energy Conservation Requirements**

**42 U.S.C. 6321 et seq. 49 CFR Part 18**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**LL. Clean Air**

**42 U.S.C. 7401 et Seq 40 CFR 15.61 49 CFR Part 18**

- 1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et Seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**MM. Clean Water**

- 1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et Seq. The

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Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- 2 The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **NN. Recovered Materials**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### **OO. Fly America Requirements**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

### **PP. National Intelligent Transportation Systems Architecture and Standards**

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and other Federal requirements that may be issued

### **QQ. Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (9) dated October, 2002) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

# RHODE ISLAND PUBLIC TRANSIT AUTHORITY

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**RR. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**SS. Force Majeure**

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, government declared states of emergency, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy and other events beyond its reasonable control, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. In the event that such failure or delay occurs, the affected Party shall notify the other Party of the occurrence thereof as soon as possible and the Parties shall discuss the best way to resolve the event of force

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. “

**TT. Governing Law**

The Contract shall be interpreted under and its performance governed by the laws of the State of Rhode Island.”

**UU. Indemnification**

Proposers shall indemnify and hold harmless, the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority from all liability, and said indemnification shall cover and include any and all aspects of liability arising from any lawsuit pertaining to the execution of this contract.

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### **VV. Policy Concerning Federal and Stated False Claim Laws**

As required by 42 U.S.C. §1396a(a)(68), the Rhode Island Public Transit Authority ("RIPTA") publishes the following information to all employees, contractors and agents about federal and state False Claims laws and RIPTA's policies to detect and prevent fraud, waste and abuse.

#### **1. Prohibitions against False Claims Federal False Claims Act**

The federal False Claims Act, among other things, applies to the submission of claims for payment by Medicare, Medicaid and other federal and state programs. The False Claims Act is the federal government's primary civil remedy for improper or fraudulent claims. It applies to all federal programs, including welfare and health care benefits.

#### **2. Prohibitions of the Federal False Claims Act**

The False Claims Act prohibits, among other things:

- a knowingly presenting or causing to be presented to the federal government a false or fraudulent claim for payment or approval;
- b knowingly making or using, or causing to be made or used, a false record or statement in order to have a false or fraudulent claim paid or approved by the government;
- c conspiring to defraud the government by getting a false or fraudulent claim allowed or paid; and
- d knowingly making or using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the government.

"Knowingly" means that a person, with respect to information: (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information and no proof of specific intent to defraud is required.

#### **3. Enforcement**

The United States Attorney General may bring civil actions for violations of the False Claims Act. As with most other civil actions, the government must establish its case by presenting only a preponderance of the evidence rather than by meeting the higher burden of proof that applies in criminal cases.

The False Claims Act allows private individuals to bring "qui tam" actions for violations of the Act.

### **WW. American with Disabilities Act**

All products, equipment or construction provided in accordance with this contract shall comply with the current version of the Americans with Disabilities Act of 1990 - 42 U.S.C. 12101, et seq. at the time of the solicitation.

# RHODE ISLAND PUBLIC TRANSIT AUTHORITY

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### **XX. Expense Reimbursement Professional Services Contracts**

The following methods of Reimbursement of Expenses directly related to the performance of this contract shall be utilized. Any expenses incurred must be approved in writing by the RIPTA Project Manager before they occur. The vendor is responsible to submit sufficient documentation to allow the Authority to verify the expenses.

1. **Automobile mileage**

Travel mileage will be reimbursed at the rate approved by the Internal Revenue Service at the time the travel is incurred.

2. **Per Diem Expenses**

Meals will be reimbursed at the rates established by the General Services administration for the City of Providence or Newport, which is applicable to the RIPTA Project. The applicable Per Diem rates can be found at the following website: [www.gsa.gov](http://www.gsa.gov)  
A copy of the printout of the GSA website documenting the applicable per diem rate must be attached to the invoice.

3. **Lodging**

Lodging will be reimbursed at the rates established by the General Services administration for the City of Providence or Newport, which is applicable to the RIPTA Project. The applicable Per Diem rates can be found at the following website: [www.gsa.gov](http://www.gsa.gov) .

A copy of the printout of the GSA website documenting the applicable per diem rate must be attached to the invoice

4. **Miscellaneous Expenses**

Materials used in conjunctions with this contract shall be provided at cost plus the following (applicable) fee for Overhead, Pickup and Delivery. No additional charges will be acceptable

<b><u>Material Cost</u></b>	<b><u>Overhead Fee</u></b>
\$0-500	No Fee
\$501-750	\$75.00
\$751-1000	\$100.00
\$1001-1500	\$125.00
\$1501-\$2500	\$180.00
\$2501-5000	\$300.00
\$5001-7500	\$450.00
Over 7501.	\$525.00

Copies of Receipts must be submitted to verify Miscellaneous Expenses

5. **Estimated Expenses**

Proposers are required to submit an accurate list of projected expenses that may be necessary to properly execute the Scope of Services of this Contract. This must be submitted with the Proposal submittal.

# RHODE ISLAND PUBLIC TRANSIT AUTHORITY

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**YY. Background Check**

Employees of the Successful Vendor that in the course of performance of this contract will be on any of RIPTA's Properties may be subject to a Criminal Background Check.

**ZZ. Security Requirements for Work on RIPTA Property**

1. Upon arrive at the RIPTA work location they are to sign in with the Mechanical Foreman (or designated person) on duty
2. Wear all the proper safety equipment as required.
3. Display RIPTA issued vendor badge so it can be observed on their person.
4. Access only areas where permission has been granted.
5. Sign out with the same Foreman they signed in with.
6. Secure the facility prior to the facility being locked up.
7. Any issued or non-compliance with these rules could result in their access to the property being denied.

**AAA. Records Retention**

All required records for this contract will be retained for a minimum of three years after grantees or sub grantees make final payments and all other pending matters are closed.

**BBB. Litigation**

In the last ten (10) years, has any customer to which you provide the same or similar services that are the subject of this procurement initiated a lawsuit or arbitration against you relating to your provision of the services?

If so, provide a copy of the complaint against you and advise as to the status of the proceeding. If the case has been resolved, please describe the resolution of the case.

**CCC. Public Records/Confidentiality**

The Proposals received become the exclusive property of RIPTA. When a contract award is approved by RIPTA, all Proposals submitted in response to this Request for Proposals shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each Proposal that are marked as "CONFIDENTIAL" or PROPRIETARY". If required by law or by an order of a court, RIPTA may be required to disclose such records or portions thereof, including without limitation those so marked

**DDD. Utilization of Small Business Sub-Contractors**

It is suggested that Prime Contractors provide subcontracting opportunities that small business, including DBE's can reasonably perform rather than self-performing all of the work in the contract.

**EEE. Federal, State and Local Safety, Health and Environmental Regulations.**

It shall be the responsibility of the Contractor to follow all relevant Safety and Health Regulations. The Contractor shall be responsible to determine which regulations apply and they shall follow them. The Authority may include specific RIPTA policies, in the Scope of Work, which must be followed.



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### **FFF. Licenses and Certifications**

The Contractor shall be responsible to insure their company and any and all Subcontractors possible the necessary licenses and certifications to perform the work as required by the State of Rhode Island and the Authorities having Jurisdiction.

### **GGG. Covid 19 Safety Procedures**

The Contractor and all Subcontractors working on site for this project must adhere to the Center for Disease Control and Rhode Island Department of Health Safety Guidelines in effect at the time the work is being performed. The Guidelines include, but are not limited to the following:

1. Prior to anyone being allowed on the campus the following screening questions should be asked:
  1. Have you or any family members tested positive for COVID-19?
  2. Have you felt ill recently?
  3. If the answer to any of these two questions is **YES** then the person should be advised that they cannot come onto the job site.
4. All workers shall wear face coverings while on the property.
5. All workers shall check in with the job supervisor.
6. The General Contractor shall be responsible to keep a log with the following information on all the workers
  - a. name,
  - b. date, time,
  - c. location visited
  - d. this log shall be made available to RIPTA whenever requested.
7. Maintains proper hygiene while working on site
8. Wipe down and sanitize any work areas with high volume touch points when completing their work.
9. Does not congregate-keep proper spacing (6 feet) distance when possible.

### **HHH. Retainage for Construction and Design Build Contracts**

The Authority will reserve retainage in the amount of ten (10) percent of the contract value until Substantial Completion is complete at which point it will be reduced to five (5) percent until the project is complete. The balance of the retainage will be paid when the project reaches final completion.

### **III. Substantial completion**

Substantial completion is defined as the stage in the progress of the work as determined and certified by the Authority in writing to the Contractor, on which the work is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected ,

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**JJJ. Mobilization/Demobilization**

Mobilization and Demobilization are not allowable expenses under Federal Transit Administration Rules. Therefore, vendors are advised that the costs associated with these items must be allocated to other areas of the Contract.

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### VIII. REQUEST FOR APPROVED EQUAL FORM

**This form must be submitted electronically IN MICROSOFT WORD  
FORMAT TO RIPTA CONTRACTS MANAGER**

### REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: \_\_\_\_\_

Ref: RFP NO. 22-06

Project No. \_\_\_\_\_

To: Rhode Island Public Transit Authority

From: \_\_\_\_\_

Page & Reference: \_\_\_\_\_

### Request Description

### Use Additional Sheet If More Space Is Required

Accepted: \_\_\_\_\_

Rejected: \_\_\_\_\_

See Addendum # \_\_\_\_\_

Explanation: \_\_\_\_\_

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# RHODE ISLAND PUBLIC TRANSIT AUTHORITY

## Request for Proposals Number 22-06

### **IX. REQUIRED PROPOSAL SUBMISSIONS**

**The following items marked with an "X" must be submitted with Response**  
**Failure to submit forms may result in Proposal being deemed non-responsive**

**Please submit them in the correct order by Page Number.**

Required Company Information Form (found third page of pkg) X

**Must be completed by Prime and All Subcontractors**

Solicitation X

Offer X

Statement of Eligibility X

Affidavit of Non-Collusion X

Certification of Restrictions on Lobbying X

Buy America Certificate **FORM MUST BE SUBMITTED**

**WITH PROPOSAL, IF CHECKED, OR PROPOSAL**

**WILL BE CONSIDERED NON RESPONSIVE**

Disadvantaged Business Enterprise X **This paperwork must be completed regardless of a DBE Goal, DBE Participation is strongly encouraged.**

**All Subcontractors must be listed regardless of DBE Status**

General Contract Compliance Certificate X

Agreement (EEO)

Certification of Primary Participant Debarment X

Certification of a Subcontractor (Debarment) X

**Each Subcontractor and potential subcontractor must fill in and sign**

Non-Resident Contractor (if applicable) X

Davis Bacon Act Compliance Apprenticeship Certification

Applicable Type: (X) **Building** ( ) Highway

Wage Determination Number: RI150001 01/10/2015 MOD 15

Drug & Alcohol Testing

Proposal Guarantee (Surety)

**The following items marked with an "X" must be submitted AFTER AWARD of the Contract**

Designation of an Independent Contractor Form

**After award of Contract for Sole Proprietors** X

IRS W-9 Form X

Performance and Payment Bonds

Certificate of Insurance- X

(as required in Section XXII and the Technical Specifications)

### **NOTE:**

**ITEMS WITHOUT AN "X" AND THEIR RESPECTIVE TERMS AND CONDITIONS ARE NOT REQUIRED IN THIS PROPOSAL**

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### **X. SOLICITATION FORM**

**COMPANY NAME** \_\_\_\_\_

**PROPOSAL NO. OR PROJECT NO.** 22-06

**DESCRIPTION** Resilience Consulting Services

#### **A. PROPOSAL REQUIREMENTS**

Sealed Proposals in original and Six copy (ies) will be received at the offices of the Rhode Island Public Transit Authority, 705 Elmwood Avenue Providence, Rhode Island 02907, at the Proposal date and hour set forth on the Request for Proposals or any time prior to the date and hour. Late Proposals will not be accepted.

#### **B. CONTRACT DOCUMENTS**

By executing the offer form enclosed herewith, the Proposers agrees to provide all services set forth on the specifications attached hereto upon the terms and conditions set forth in paragraphs A, B, C and D.

#### **C. PAYMENT SCHEDULE**

Payment will not be made until receipt and installation of merchandise is accepted by the Transit Authority.

#### **D. COST FOR SERVICE**

Please complete necessary cost information as outlined in the Proposal Technical Specifications.

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### XI. OFFER FORM

Proposers understands that any condition other than stated in the specifications, clarification made to the above, or information submitted on or with this form, other than that requested, may render the Proposal non-responsive.

By execution below, Proposers hereby offers to furnish services in accordance with the contract documents that are a part of the specifications, and agrees to fully comply with the contract documents.

PROPOSAL NO     22-06

PROPOSERS \_\_\_\_\_

EMPLOYER IDENTIFICATION NO.: **to be provided by Vendor at time of Contract Award**

\_\_\_\_\_  
NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

TYPE OF BUSINESS ENTITY: (Please check one)

Sole Proprietor \_\_\_\_\_

Partnership \_\_\_\_\_

Corporation \_\_\_\_\_

PROPOSERS'S CONTRACTING OFFICER

\_\_\_\_\_  
Name (*Please Print*)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

# RHODE ISLAND PUBLIC TRANSIT AUTHORITY

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### XII. STATEMENT OF ELIGIBILITY FORM

The \_\_\_\_\_ hereby certifies that he/she  
(Name of Proposers)

**is/is not** (underscore one) included on the Comptroller General's Lists of Persons or Firms Currently Barred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Date Authorized

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### **XIII. AFFIDAVIT OF NON-COLLUSION FORM**

I hereby swear (or affirm) under penalty for perjury:

1. that I am the Proposers (if the Proposers is an individual), a partner of the Proposers (if the Proposers is partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposers is a corporation).
2. that the attached Proposal has been arrived at by the Proposers independently, and has been submitted without collusion with, and without agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, services described in Request for Proposals, designed to limit independent Proposals or competition.
3. that the contents of the Proposal has not been communicated by the Proposers or its employees or agents, to any person not an employee or agent of the Proposers or its surety on any bond furnished with the Proposal, and will not be communicated to any such person prior to the official opening of the Proposal; and
4. that I have fully informed myself regarding the accuracy of the statement made on this affidavit.

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Name

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Address

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City, State, Zip

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Signature of Authorized Official

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Date Authorized

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_



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### **XIV. CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM**

I, \_\_\_\_\_, hereby certify on  
(Name/title of Proposers Authorized Official)

behalf of: \_\_\_\_\_ that:  
(Name of Proposers)

- 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 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, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a member of Congress in connection with this Federal contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of the 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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
(Signature of Authorized Official)

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### **XV. BUY AMERICA CERTIFICATION REQUIREMENTS !** **FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

49 U.S.C. 5323(j) and 49 CFR 661.6 provide that no Federal funds may not be obligated for mass transportation projects unless steel and manufactured products used in these projects are produced in the United States.

If steel or manufactured products are being procured, the appropriate certificate as set forth below shall be completed and submitted by each Proposers.

**Certificate of Compliance-The Proposers hereby certifies that it will comply with the requirements of 49 U.S.C. 5323 (j) (1) and the Applicable regulations on 49 CFR Part 661.12**

COMPANY NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**Certification of Non-Compliance-The Proposers hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j) (1).**

COMPANY NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL OR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.**

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### **XVI. BUY AMERICA CERTIFICATION REQUIREMENTS II** **OF PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND** **ASSOCIATED EQUIPMENT**

49 U.S.C. 5323 (j) and 49 CFR 661.11 and 12 provide that no Federal funds be obligated for procurement of buses, other rolling stock and associated equipment unless the following conditions are met:

1. The cost of components which are produced in the United States is more than 70 per centum (70%) of the cost of all components of the vehicle or equipment described in this paragraph; and
  2. Final assembly of the vehicle or equipment described in this paragraph has taken place in the United States.
- If buses or other rolling stock (including train control, communication and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each Proposers in accordance with the requirements.

**Certificate of Compliance**-The Proposers hereby certifies that it **will comply** with the requirements of the 49 U.S.C. 5323 (j) (2) (c) and CFR Part 661.

COMPANY NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**Certificate of non-Compliance**-The Proposers hereby certifies that it **cannot comply** with the requirements of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements.

COMPANY NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL OR PROPOSAL**  
**WILL BE CONSIDERED NON-RESPONSIVE.**

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### **XVII. BUY AMERICA PRE-AWARD AND POST-DELIVERY AUDITS:**

**A. Prior to Contract award,**

The apparent successful offeror shall provide to the Authority's auditors the cost of the components and subcomponents to be used in the manufacturing of the rolling stock, their country of origin, the location of final assembly, the activities that will take place at the location and pertinent supporting documentation for the purpose of RIPTA performing the cited Pre-Award Audit of Buy-America requirements.

**B. After delivery and acceptance of the vehicles,**

The Contractor shall provide to the Authority's auditors the cost of the components and subcomponents used in the manufacture of the rolling stock, their country of origin, the location of final assembly, the activities that took place at the location and pertinent supporting documentation to enable RIPTA to perform the cited Post-Delivery Audit of Buy America Requirements.

**C. Authority Review**

The contractor shall facilitate the reviews by the Authority's auditors by providing the supporting documentation for the above information in a timely fashion.

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### XVIII. DISADVANTAGED BUSINESS ENTERPRISES PROGRAM

For the purpose of this Contract, the goal for utilization of DBEs shall be the following percent of the Contract Dollar Amount:

**DBE GOAL FOR THIS CONTRACT: 0 Percent**

#### A. Policy

1. It is the policy of the DOT that Disadvantaged Business Entities are given the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds, pursuant to 49 CFR Part 26. . Consequently, the DBE requirements of 49 CFR Part 26, as amended, apply to this Contract and RIPTA and its Contractors shall take all necessary and reasonable steps to ensure that DBE's have the maximum opportunity to compete for such contracts. RIPTA and its Contractors shall not discriminate on the basis of race, color, religion, national origin, age sexual orientation, disability, gender identity, expression, or veteran status, in the award and performance of DOT-assisted contracts.

2. Contractor Obligation –

- a. In the event that a DBE Utilization Goal is set on this Contract, Contractors and subcontractors failing to carry out applicable requirements of 49 CFR Part 26 and/or uses or attempts to use false, fraudulent or deceitful statements/representations or otherwise exhibits a serious lack of business integrity or honesty to meet such DBE Utilization Goal, shall be in breach of contract. After notification to the DOT, RIPTA may terminate the Contract or take any other action it deems appropriate. The DOT may take joint or separate action, as it deems appropriate and necessary.
- b. The Contractor shall provide the following assurance and ensure that each subcontract that it enters with a subcontractor contains the same assurance:

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, religion, age, national origin, sexual orientation, disability, gender identity, expression, or veteran status in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor 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, which may include, but is not limited to:

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- (1). Withholding monthly progress payments;
  - (2). Assessing sanctions;
  - (3). Liquidated damages; and/or
  - (4). Disqualifying the Contractor from future proposals as non-responsible
2. Contractor Obligation – In the event that a DBE Utilization Goal is set on this Contract, Contractors and subcontractors failing to carry out applicable requirements of 49 CFR Part 26 and/or uses or attempts to use false, fraudulent or deceitful statements/representations or otherwise exhibits a serious lack of business integrity or honesty to meet such DBE Utilization Goal, shall be in breach of contract. After notification to the DOT, RIPTA may terminate the Contract or take any other action it deems appropriate. The DOT may take joint or separate action, as it deems appropriate and necessary.
3. DBE Utilization - The Contractor shall provide for full and fair utilization of DBEs by complying with the requirements of this Section. Such requirements include the achievement of the stated DBE Utilization Goal in the performance and completion of the work under the Contract. Nothing in this Section shall be construed to require the utilization of any DBEs, which is either not qualified or unavailable.
  - a. **All DBEs submitted must be certified by the State of Rhode Island at the time of Proposal submittal. A copy of the DBE Certification Letter from the State of Rhode Island Office of Civil Rights must accompany the Proposal submittal**
  - b. **If a DBE Utilization Goal is set for this Contract, a Contractor's DBE utilization and/or "Good Faith Effort" to obtain DBE participation shall be considered when reviewing proposal submittals for responsiveness.**
  - c. **If NO DBE Utilization Goal is set for this Contract, Contractors are, nonetheless, encouraged to have DBE/Small Business participation in their proposal and to include the associated DBE forms in its proposal submittal.**

### **B. Definitions.**

The terms used in these special provisions shall be defined as follows:

1. **Joint Venture**  
An association of two or more persons to carry out a single business enterprise for profit, for which purpose they combine their property, money, efforts, skills and knowledge.
2. **Disadvantaged Business**  
means a small business concern in which is, at least, 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at

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least 51 percent of the stock of which is owned by one or more socially and economically, disadvantaged individuals who own it.

3. **Small Business Concern**

A small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

4. **Socially and Economically Disadvantaged Individuals**

means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other minorities of individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Small Business Act, RIPTA shall make a rebuttal presumption the individuals in the following groups are socially and economically disadvantaged. RIPTA may also determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged:

- a. **Black or African Americans**, which includes persons having origins in any of the Black racial groups of Africa;
- b. **Hispanic or Latino Americans**, which includes persons of Mexican, Puerto Rican, Cuban, Central or South America, or other Spanish culture or Portuguese culture, regardless of race;
- c. **American Indian or Alaska Native**, which includes persons who are American Indian, Eskimo or Aleuts;
- d. **Asian-Pacific Americans or Native Hawaiian**, which includes persons whose origins are Hawaii, Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; and
- e. **Asian-Indian Americans**, which includes persons whose origins, are from India, Pakistan, and Bangladesh.
- f. **Disadvantaged Business Enterprise (DBE) Liaison Officer** – the individual designated by the Authority to monitor compliance with these Special Provisions and to assist in their implementation.
- g. **Proposers** – any individual, partnership, joint venture, corporation or firm submitting a Proposal for the contract.

**C. Recognition of DBE Commitment**

Each Contractor shall recognize RIPTA's commitment to insure that DBEs be afforded full opportunity to participate in contracts awarded by RIPTA and will not be discriminated against on the grounds of race, color, religion, age, national origin, sexual orientation, disability, gender identity or expression or veteran status.

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**D. Proposal Submissions for Contracts with DBE Utilization Goals and/or DBE Participation**

The Schedule of DBE Participation (Attachment A) shall have the following information

1. The name and address of each DBE firm that will participate in the Contract;
2. A description of the work each named DBE firm will perform; and
3. The dollar amount and percentage of the DBE Utilization Goal, if applicable, of participation by each named DBE firm.
4. RIPTA encourages all firms located in the United States that are currently certified as DBEs and SBAs by Federal, State and Local agencies to apply for certification in the State of Rhode Island. **Only DBEs certified by the State of Rhode Island at the time of Proposal submittal shall be counted towards any DBE Utilization Goal requirement.**

If a minority business would like to be certified by the State of Rhode Island, contact the Minority Business Enterprise Compliance Program:

Ms. Dorinda Keene, Assistant Administrator – MBE Compliance  
RI Department of Administration  
Office of Diversity, Equity and Opportunity  
Minority Business Enterprise Compliance Program  
One Capitol Hill, 3<sup>rd</sup> Floor  
Providence, RI 02908  
401.574.8670

**E. Good Faith Efforts for DBE Participation:**

If the apparent successful Contractors' submissions does not satisfy the goal, RIPTA shall determine whether the apparent successful competitor has made good faith efforts to obtain DBE participation in accordance with the guidelines stated in Paragraph F, Sub-paragraph 1, below.

Unsuccessful efforts in gaining DBE participation must be documented on the "DBE Unavailability Certification" attached hereto as Attachment D. Meeting the DBE contract goals or making good faith efforts to meet the goals is a condition of receiving a Federal Transit Administration assisted contract for which contract goals have been established by RIPTA.

The legitimacy of each DBE or disadvantaged-majority joint venture shall be determined by RIPTA, based on the information submitted in the affidavits attached hereto as Attachments C and D. RIPTA will require all prime contractors to make good faith efforts to replace a DBE subcontractor that is unable to perform successfully with another DBE. RIPTA shall approve all substitutions of subcontractors **before** award of



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contract and **during** contract performance, in order that substitute firms are eligible DBE's.

**F. Procedure Prior to Contract Award**

**1. Guidance Concerning Good Faith Efforts to Meet DBE Contract Goals.**

RIPTA may decide that a Contractor that has failed to meet DBE contract goals may receive the Contract upon determining that the efforts the Contractor made to obtain DBE participation were "good faith efforts" to meet the goal. RIPTA shall not consider efforts that are merely pro forma to be good faith efforts to meet the goals, even if they are sincerely motivated, if, given all relevant circumstances, they could not reasonably be expected to produce a level of DBE participation sufficient to meet the goals. In order to award a contract to a Contractor that has failed to meet DBE contract goals, RIPTA must determine that the competitor's efforts were those that, given all relevant circumstances, a competitor, actively and aggressively seeking to meet the goals would make.

Following is a list of the kinds of efforts RIPTA may consider. The list is not exclusive or exhaustive and in appropriate cases, RIPTA shall consider other relevant factors or types of efforts. RIPTA shall consider not only the different kinds of efforts the contractor has made, but also the quantity and intensity of those efforts. All information must be in writing and copies of all ads, written notices, follow-up letters and/or all other correspondence must be presented whenever a waiver is asked for.

**RIPTA will consider the following efforts:**

- i. whether the contractor attended any pre-solicitation or pre-Proposal meetings that were scheduled by RIPTA to inform DBEs of contracting opportunities;
- ii. whether the contractor advertised in general circulation, trade association, and disadvantaged focus media concerning the sub-contracting opportunities;
- iii. whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited in sufficient time to allow the DBEs to participate effectively;
- iv. whether the contractor followed up initial solicitation of interest by contracting DBEs to determine with certainty whether the DBEs were interested;
- v. whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation;

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- vi. whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- vii. whether the contractor negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
- viii. whether the contractor made efforts to assist interested DBEs in obtaining bonding lines of credit, or insurance required by RIPTA or contractor; and
- ix. Whether the contractor effectively used the services of available disadvantaged community organizations, disadvantaged contractor's groups, Local, State and Federal disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and place of DBEs.

### **G. Termination of DBE Subcontractors**

In any case when a prime contractor wishes to either: A: decrease the price to be paid to the DBE and the disadvantaged non-disadvantaged joint venture or to B: terminate a DBE firm, the prime contractor must first provide the DBE with five days' notice of the prime contractor's intent and reason to terminate the contract between them, and must also advise the DBE firm that it has the right to contact RIPTA to object to the termination. In addition, after the five day written notice to the DBE has expired, the prime contractor must provide RIPTA with a written request to approve termination. The request must state the business reason why the prime contractor wishes to terminate the contract, and must include all documentation in support of that business reason. A prime contractor may only reduce the scope or terminate a DBE firm for cause. It may not terminate a DBE contract for convenience. A DBE firm may not be terminated until written approval has been provided by RIPTA. If RIPTA approves a request to terminate, the prime contractor must make a good faith effort to substitute another DBE firm to replace the firm that has been terminated. This good faith effort shall be documented and subject to review by RIPTA. Failure to make a good faith effort may be deemed a breach of the prime contractor's contract with RIPTA, and may result in the prime contractor being barred from submitting proposals on future RIPTA projects or subject to any other remedy RIPTA deems appropriate.

### **H. Substitution of Subcontractors**

RIPTA shall review for its approval all substitutions of subcontractors in order to determine if the percentage goal will be decreased by substitution of a disadvantaged contract/supplier with a non-disadvantaged contractor/supplier.

Where RIPTA has approved termination of a sub-contract held by an DBE or disadvantaged non-disadvantaged joint venture, the successful Proposers shall make every reasonable effort to propose and enter into

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an alternative sub-contract or subcontracts for the same work to be performed by another qualified DBE for a contract price or prices totaling not less than the contract price of the terminated sub-contract. Satisfactory evidence of reasonable efforts shall be timely furnished by RIPTA.

**I. Program Compliance**

Discrimination on the basis of race, color, religion, age, national origin, sexual orientation, disability, gender identity or expression or veteran status shall not be tolerated under any circumstance. RIPTA shall monitor the schedule for DBE participation in an effort to isolate those prime contractors who do not adhere to the non-discriminatory policies of RIPTA. If such contractor fails to respond to counseling with respect to the disposition of subcontracts pertaining to RIPTA funds, RIPTA reserves the right to terminate the contract and to consider future Proposals of such contractor to be non-responsive in the absence of written assurance from it of the full opportunity for DBEs to participate in its awards of subcontracts, together with the follow-up to verify such participation.

**J. Maintenance of Records**

All records relating to the contract shall be maintained by the contractor for a period of three (3) years after project completion.

**K. Prompt Payment**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from RIPTA. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above reference period may occur only for good cause following written approval of RIPTA. This clause applies to both DBE and non-DBE subcontractors. RIPTA reserves the right to hold payments to the Contractor if payments verification logs are not submitted within 30 days of payments. Failure to submit payments to DBE subcontractors within 30 days will result in action by RIPTA up to and including disqualification from any future RIPTA Procurements.

**L. Monitoring Payments to DBEs**

RIPTA requires that prime contractors to maintain records and documents of payments to DBEs following the completion of the contract. These records will be made available for inspection upon request by any authorized representative of RIPTA or United States Department of Transportation. This requirement also extends to any DBE Subcontractor. Reports of payments to DBE Subcontractors shall be provided to the RIPTA DBE Liaison Officer on a monthly basis. Failure to submit these reports on a timely basis may result in delay of payments.

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### **XIX. DISADVANTAGED BUSINESS ENTERPRISE REQUIRED FORMS**

#### **Attachment A: Schedule of DBE Participation**

Submitted if DBE firm or firms will be participating in the Proposal.

#### **Attachment B: DBE Application Agreement**

Submitted if DBE firm or firms will be participating in the Proposal.

#### **Attachment C: Letter of Intent to Perform as a Subcontractor**

Submitted if DBE firm or firms will be participating in the Proposal

#### **Attachment D: DBE Unavailability Summary Sheet**

Submitted if DBE firm or firms you have contacted cannot participate. This form is used to document good faith effort. This form only needs to be completed when there is a DBE Participation Goal.

#### **Attachment E: Narrative Explanation for Lack of DBE Participation**

Submitted by the Prime Contractor to explain lack of DBE/SBA participation.

#### **Attachment F: Documentation of DBE Utilization**

To be filled in by the DBE firm and the prime contractor once the DBE Subcontractor has been paid.

Please Note: Final payment to the Prime Contractor will be held until this form or forms are received for each DBE Subcontractor.

**DBE FIRMS PROPOSING AS A PRIME CONTRACTOR:** the following forms must be filled in, signed and submitted with the Proposal

#### **Attachment A, Attachment B**

Please state, on these forms, that you are proposing as a prime contractor.

### **CERTIFICATION LETTER OR NOTIFICATION MUST BE INCLUDED FOR EACH DBE FROM THE STATE OF RHODE ISLAND.**

**Please record by letter (using the list below) under the DBE Category Column found on Attachment A: Schedule of DBE Participation Form on the following page**

- a. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
- b. "Hispanic Americans", which includes persons of Mexicans, Puerto Rican, Cuban, Central or South America, or other Spanish culture or Portuguese or origin, regardless of race;
- c. "Native Americans", which include persons who are American Indian, Eskimos, Aleuts, or Native Hawaiians;
- d. "Asia-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- e. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
- f. Any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Small Business Act.

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**SCHEDULE OF SUBCONTRACTOR PARTICIPATION**  
**All Subcontractors must be listed regardless of DBE Status**

**A.    Attachment A**

Company Name: \_\_\_\_\_

Project Number:    22-06                      Project:                      Resilience Consulting Services

\*Please provide copy of DBE Certification Letter for each DBE firm listed from the Rhode Island Office of Civil Rights. **DBE Vendors must be certified in the State of Rhode Island at the time of Proposal Submittal to be considered. A full, up to date list of Rhode Island DBEs can be obtained at the following website:** <https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office/us-dot-disadvantaged-business>

Firm Name	Firm Address	DBE Category (if applicable)	Phone Number	Contact Name	Work to be Performed	Estimated Value Dollars	Estimated Value Percent of Proposal

The undersigned will enter into a formal agreement with Disadvantaged Business Enterprise firms for work listed in this schedule conditioned upon execution of a contract with the Rhode Island Public Transit Authority.

Authorized Signature of Proposers Official \_\_\_\_\_

**Each DBE Firm listed in the Section must also complete the Required Company Information Form and the Certification of Subcontractor Form \*Use additional forms as needed.**

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**DBE APPLICATION AGREEMENT**

**B. Attachment B**

**Project Number:** 22-06

**Project Name:** Resilience Consulting Services

With respect to the above numbered project, I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_  
(Title) (Firm)  
Address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Street) (State) (Zip Code)

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 requirements of the U.S. Department of Transportation's regulation 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.

The utilization of Disadvantaged Business Enterprise is in addition to all other equal opportunity requirements of this contract.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

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**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR**

**C.     Attachment C**

**To:** \_\_\_\_\_  
(Name of Prime or General Proposers)

**The undersigned intends to perform work in connection with the above project as (check one):**

\_\_\_ **an** individual

\_\_\_ **a** corporation

\_\_\_ **a** partnership

\_\_\_ **a** joint venture

**The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed).**

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**for the following compensation:** \_\_\_\_\_

\_\_\_\_\_  
(Name of DBE Contractor)

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**DBE GOOD FAITH EFFORT SUMMARY SHEET**

**D. Attachment D.**

RIPTA requires a listing of DBE firms contacted; but not able to perform work. Use additional pages as needed. The DBE Goal for this project is 0 percent. . **A full, up to date list of Rhode Island DBEs can be obtained at the following website:**

[www.mbe.ri.gov/](http://www.mbe.ri.gov/)

DBE Firm Name	DBE Firm Address	DBE Category	Phone Number Email Address	Contact Name	Reason Unable to Perform Work

**Project Name:**     **Resilience Consulting Services**

**Project Number:**   **22-06**

Form completed by: \_\_\_\_\_

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



\_\_\_\_\_

## Appendix E

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### **DOCUMENTATION OF DBE UTILIZATION**

#### **F.     Attachment F**

**RIPTA Contract Number:**            **22-06**

**Prime Contractor:** \_\_\_\_\_

**DBE Name:** \_\_\_\_\_

**Starting Date:** \_\_\_\_\_

**Completion Date:** \_\_\_\_\_

This is to verify the following:

- I was the approved DBE on the above contract.
- I performed the items of work Subcontracted.
- I actually received \$\_\_\_\_\_ for my work.
- I received payment of retainage on \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature & Title of DBE)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature & Title of Prime Contractor)

\_\_\_\_\_  
(Date)

**This form is to be filled in by the DBE firm and the prime contractor once the DBE Subcontractor has been paid.**

**Retainage payments will be made to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed**

**Please Note: Final payment to the Prime Contractor will be held until this form or forms are received for each DBE Subcontractor.**

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### **XX. PERFORMANCE AND PAYMENT BOND INFORMATION**

The selected Proposers shall furnish, within twenty (20) calendar days (if required) (See Required Proposal Submissions Page) after the date of notice of award of contract by RIPTA, Performance and Payment Bonds in the amount of 100% of the Proposal amount covering the faithful performance of the contract.

The Performance Bond is to be secured through an insurance company or companies which is licensed in the State of Rhode Island or which is approved by the Authority.

The Bond will remain in effect until the Warranty commences.

### **XXI. PROPOSAL GUARANTEE (SURETY)**

A Proposal Guarantee (if required) shall be submitted with the Proposal response. This guarantee shall be equivalent to five (5) percent of the Proposal price. The "Proposal guaranty shall consist of a firm commitment such a Proposal bond, certified check, or other negotiable instrument accompanying a Proposal as assurance that the Proposers will, upon will, upon acceptance of its Proposers, execute such contractual documents as may be required within twenty (20) calendar days after the date of notice of award of contract by RIPTA.

### **XXII. REQUIRED INSURANCE**

The Proposers will be required to secure and maintain the following insurance coverages:

#### **A. Minimum limits**

1. Commercial comprehensive general liability insurance, with limits of \$3,000,000.00 per accident and \$5,000,000.00 aggregate.
1. Workers' Compensation Coverage in accordance with RI Statutory requirements.
2. The Rhode Island Public Transit Authority shall be named as additional insured under said policies.
3. Automotive Liability Insurance
  - \$1,000,000.00 per accident and \$3,000,000.00 aggregate: bodily injury.
  - \$1,000,000.00 property damage
4. All insurance coverage must provided under an occurrence policy. Claims made policies are not acceptable.

#### **B. Certificate Requirements**

1. Each Proposers must provide RIPTA a Certificate of Insurance upon award of the contract. Coverage indicated on certificate must be kept in effect at all times during the contract period

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1. The General Liability Coverage shall include Contractual Liability and Completed Operations Coverages. The General Liability coverage, certificates must name: RIPTA and its respective directors, officers, employees, and affiliates as additional insureds. Reference should be made to project or job number and location.
2. A Waiver of Subrogation in favor of RIPTA must apply to the General Liability, Employers Liability, and Excess Liability / Umbrella policies.
3. Automobile Liability must cover any owned, rented, hired or borrowed vehicles.
4. The Excess or Umbrella coverage must provide the required Liability limit over the General Liability, Automobile Liability, Employers Liability s, Professional Liability and Environmental Liability policies (if required).
5. If Proposers is to use any subcontractor during the course of the project, the subcontractor must maintain the same limits and terms as the Proposers. Certificates of Insurance for subcontractors must be provided to RIPTA with the Proposer's Submittal after award of the Contract.
6. All certificates of insurance must indicate the carrier policy cancellation terms.
7. All proposers must utilize insurance companies with a "Best" Rating of no less than A-, Size VIII.

### **C. Special Coverages**

- 1 Contractor must maintain Environmental Pollution coverage with limits no less than \$1,000,000 if contractors work includes the transport, delivery, storage, handling or disposal of any pollutants or other hazardous materials. This insurance is also required for all contracts involving any work on RIPTA's storage tanks, and fluid distribution systems
- 2 Installation Floater Insurance is required for all construction projects equal to the value of the project.
- 3 Professional Liability/Errors and Omission coverage shall be included in all Professional Services Contracts

Proposers shall provide to RIPTA Contracts Manager a Certificate of Insurance upon award of contract. This Certificate shall be kept in effect at all times. Current copies shall be provided to the Contracts Manager

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### **XXIII. GENERAL CONTRACT COMPLIANCE CERTIFICATE AND AGREEMENT**

#### **RHODE ISLAND STATE EQUAL OPPORTUNITY OFFICE**

The undersigned Contractor agrees and certifies, unless otherwise exempt, that it is in compliance with the applicable requirements of Federal Executive order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations as issued by the Rhode Island Public Transit Authority, as set forth below, or will take steps to comply with such requirements prior to acceptance of any order from us. This agreement and certificate shall form a part of, and be deemed incorporated in, each order submitted to you for supplies or services exceeding \$10,000. Failure to comply will be considered a substantial breach of the contract.

#### **A. Equal Opportunity Clause**

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or natural origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he/she has collective bargaining agreement or other contract or understanding a notice, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Federal Executive order No. 11246, as amended, Rhode Island Law 28-5.1-10, and other regulations and relevant orders of the Secretary of Labor.
4. The Contractor will comply with all provisions of Federal Executive Order No. 11246, as amended, Rhode Island

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- General Law 28-5.1-10, and other regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10 and other regulations as issued by the State of Rhode Island, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the State Equal Opportunity Office and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  6. In the event of the Contractor's non-compliance with the non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or part, and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10 , and other regulations as issued by the State of Rhode Island, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246, as amended; Rhode Island Public Transit Authority, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law, or the State of Rhode Island and Providence Plantations.
  7. The Contractor will include the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations as issued by the Rhode Island Public Transit Authority, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States and the State of Rhode Island to enter into such litigation to protect the interest of the United States and the State of Rhode Island.

### **B. Age Discrimination**

Pursuant to Federal Executive Order No. 11246, as amended, the Contractor will not, in connection with the employment,

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advancement or discharge of employees, or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan or statutory requirement, nor will the Contractor specify, in solicitations or advertisements for employees, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

**C. Employment of the Handicapped**

1. Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as at the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of selection for training, including apprenticeship.
2. Contractor agrees that if a handicapped individual files a complaint with him/her that he/she is not complying with the requirements of the Rehabilitation Act of 1973, he/she will (1) investigate the complaint and take appropriate action consistent with requirements of 41 CFR Part 60-741.29 and (2) maintain on file for three years, the record regarding the complaint and the actions taken.
3. Contractor agrees that if a handicapped individual files a complaint with the Department of Labor that he/she has not complied with the requirements of the act, (1) he/she will cooperate with the Department in its investigation of the complaint, and (2) he/she will provide all pertinent information regarding his/her employment practices with respect to the handicapped.
4. Contractor agrees to comply with the rules and regulations of Section 503 of the Rehabilitation Act of 1973 as interpreted in 41 CFR Part 60-741.29.
5. In the event of Contractor's noncompliance with the requirements of this clause contract may be terminated or suspended in whole or in part.
6. This clause shall be included in all subcontracts. In the event that this contract exceeds \$10,000 but is less than \$500,000 and provides for performance in 90 days or more, Contractor further agrees as follows:
7. Contractor agrees (1) to establish an affirmative action program, appropriate procedures consistent with the guidelines and the rules of the Secretary of Labor, will

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provide the affirmative action regarding employment and advancement of the handicapped required by P.L. 93-516, (2) to publish the program in the employees or personnel handbook or otherwise distribute a copy to all personnel, (3) to review the program each year and to make such changes as may be appropriate, and (4) to designate one of the principal officials to be responsible for the establishment and operation of the program.

8. Contractor agrees to permit the examination by appropriate contracting agency officials or the Assistant Secretary for Employment Standards or the designee, of pertinent books, documents, papers and records concerning employment and advancement of the handicapped.
9. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Assistant Secretary for Employment Standards, provided by the contracting officer, stating Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights and remedies available.
10. Contractor will notify each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract understanding, that he/she is bound by the terms of Section 503 of the Rehabilitation Act, and is committed to take affirmative action to employ and advance in employment, physically and mentally handicapped individuals.

In the event this contract exceeds \$100,000 and provides for performance in 90 days or more, Contractor further agrees as follows:

11. Contractor agrees to submit a copy of his/her affirmative action program to the State Equal Opportunity Office within 30 days after the award of a contract or sub-contract.
12. Contractor agrees to submit a summary report to the State of Rhode Island and Providence Plantations Equal Opportunity Office by March 31 of each year during performance of the contract and by March 31 of the year following completion of the contract, in the form prescribed by State Equal Opportunity Office covering employment and complaint experience accommodations made and all steps taken to effectuate and carry out the commitments set forth in the affirmative action program.



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**XXIV. CERTIFICATE OF NON-SEGREGATED FACILITIES**

Contractor certifies that he/she does not maintain or provide for his/her Employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any such location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "Segregated Facilities" means any waiting room, work areas, rest rooms, and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods), he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will forward the following notice to proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

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### **XXV. NOTICE OF PROSPECTIVE SUBCONTRACTORS** **OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED** **FACILITIES**

A Certificate of Nonsegregated Facilities must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

**NOTE: The penalty for making false statements in offers is prescribed in 18 USA 1001.**

**A. Affirmative Action Compliance Program**

Contractor agrees to develop a written Affirmative Action Compliance Program for each of its establishments as required by Section 60-1.40 of Title 41 of the Code of Federal Regulations.

**B. Employer's Information Report (EE)-1) Form 100**

Contractor agrees to file in duplicate, Standard Form 100, entitled, "Equal Employment Opportunity Employer Information Report EEO-1" as required by Section 60-1.7 of Title 41 of the Code of Federal Regulations.

Send original copy to Federal authorities, duplicate copy to the State Equal Opportunity Office, 1 Capitol Hill, Providence, Rhode Island 02908-5865.

**C. Notice to All Vendors**

If it should be determined by the State Equal Opportunity Office that any company doing business with the State is guilty of non-compliance with the provisions of this document, said company will be given two (2) written warnings. If the said company does not comply immediately after the second written notice, then the State Equal Opportunity Office will notify the Rhode Island Public Transit Authority, who shall have the authority to have the contract **revoked** and all contractual obligations of the State dealing with the contract in question will be **null** and **void**.

**D. Post Award Conference**

Post Award Conference for the Implementation of Affirmative Action prior to Signing of Contract.

**E. Signature Required**

Failure to provide a signature prior to Award to successful Proposers shall be cause for Rejection of Proposal.

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### **XXVI. GENERAL CONTRACT COMPLIANCE CERTIFICATE & AGREEMENT FORM**

(Equal Employment Opportunity)

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Indicate Job Location Address: \_\_\_\_\_

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### **XXVII. DAVIS BACON ACT COMPLIANCE**

I certify that I will comply with the Provisions of the Davis-Bacon Act for this project. I certify that I will pay the applicable Prevailing Wages as listed at the following web address:

<http://www.access.gpo.gov/davisbacon/ri.html>

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Indicate Job Location Address: \_\_\_\_\_

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### **XXVIII. CONTRACTOR APPRENTICESHIP CERTIFICATION FORM**

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**Rhode Island Department of Labor and Training Professional Regulation**  
*(Applicable to Construction Contracts with a cost in excess of \$1 million)*

\_\_\_\_\_(Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13-3.1 because bidder meets one of the following qualifications (check):

- A. \_\_\_\_\_ Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract;
- B. \_\_\_\_\_ Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);
- C. \_\_\_\_\_ Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D. \_\_\_\_\_ Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E. \_\_\_\_\_ Bidder will not perform work on the awarded contract except through subcontractors (nonperformance);
- F. \_\_\_\_\_ Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

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### XXIX. CERTIFICATION OF PRIMARY PARTICIPANT FORM

Request for Proposals Number: 22-06  
Project Resilience Consulting Services

The primary participant \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared eligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 2) Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) 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.
- 5) The Primary Participant also certifies that, if it later becomes aware of any information contradicting the statements of Paragraphs 1-4 above, it will promptly notify RIPTA.

The primary participant \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C Sections 3801 **ET SEQ.** are applicable thereto.

\_\_\_\_\_  
Signature/Title of Authorized Official

\_\_\_\_\_  
Date

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### XXX. DEBARMENT CERTIFICATION

#### **CERTIFICATION REQUIREMENTS FOR RECIPIENTS OF GRANTS AND COOPERATIVE AGREEMENTS REGARDING DEBARMENT AND SUSPENSIONS**

The purpose of the attached certifications is to exclude entities and individuals that the Federal Government has either debarred or suspended from obtaining Federal assistance funds through grants, cooperative agreements or third party contracts.

To assure that such entities and individuals are not involved in projects financed with Federal Transit Administration (FTA) assistance, FTA requires its applicants to complete the certificates.

The primary participant must sign the "**Certification of Primary Participant**" and, if there is a subcontractor, they must sign the "**Certification of a Subcontractor**" (If there is more than one subcontractor, they must all sign one of these forms.).

### XXXI. CERTIFICATION OF A SUBCONTRACTOR FORM

**Request for Proposals Number:** 22-06

**Project** Resilience Consulting Services

The potential Subcontractor, \_\_\_\_\_  
Certifies, by submission of this certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or agency.

The Subcontractor, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 **ET SEQ.** are applicable thereto.

\_\_\_\_\_  
Signature/Title of Authorized Official

\_\_\_\_\_  
Print Signature

\_\_\_\_\_  
Date

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### **XXXII. NON-RESIDENT CONTRACTOR INFORMATION**

From: Department of Administration  
Division of Taxation  
289 Promenade Street  
Providence, RI 02908

Notice: "To All Persons Engaging Non-Resident Contractors"  
Regulation Re: Contractors and Subcontractors - "Regulation C"  
Article III, Non-Resident Contractors

Any individual, partnership, joint venture, corporation, state, municipal government or exempt organization awarding a construction contract in Rhode Island to a non-resident contractor (as hereinafter defined) is required, pursuant to Section 44-1-6 of the General Laws, as last amended, to withhold 3% of the contract price to secure payment of any sales and use tax or income tax withheld, or both, that may be due to the State of Rhode Island in carrying out the contract.

Upon completion of the contract, the non-resident contractor is required to notify the Tax Administration shall, within 30 days after receipt of the request, audit the records and provide by certified mail to the person holding the funds and to the non-resident contractor, either a certificate of no tax due or a notice of taxes due.

The person holding the funds is required to pay to the Tax Administrator the amount set forth in the notice of taxes due, including interest and penalties, but not in excess of 3% of the contract price. Monies withheld in excess of taxes due the Tax Administrator may be paid to the non-resident contractor.

If the Tax Administrator does not furnish a certificate of no tax due or a notice of taxes due within 30 days after receipt of the request for the making of the audit, the person holding the funds may remit the full amount due to the non-resident contractor. The Tax Administrator shall not have any claim against such funds in the hand of the person holding the funds.

### **DEFINITION OF NON-RESIDENT CONTRACTOR**

"A non-resident contractor is one who does not maintain a regular place of business in this state. A regular place of business shall be deemed to mean and include any bona fide office (other than a statutory office), factory, warehouse or other space in this state at which the taxpayer is doing business in its own name in a regular and systematic manner and which is continuously maintained, occupied and used by the taxpayer in carrying on its business through its regular employees regularly in attendance. A temporary office at the site of construction shall not constitute a regular place of business".

In order to effectively implement this legislative change, which became effective on passage, non-resident contractors shall forward such notice of completion by certified or registered mail (in duplicate) to the Division of Taxation.

R. Gary Clark  
Tax Administrator

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### **XXXIII. DRUG & ALCOHOL TESTING PROGRAM**

In accordance with the Federal Transit Administration Rules 49 CFR 40, 653, and 654, pertaining to prohibited drug use and Contract Service Providers who perform safety-sensitive functions as follows:

- Operation of Revenue Service Vehicles In and Out of Service.
- Dispatch or Control Movement of Revenue Service Vehicles.
- Maintain, Repair and Inspect Revenue Service Vehicle.

The standards they must meet are:

1. Provide each employee performing a RIPTA safety-sensitive function a copy of RIPTA's Prohibited Drug Use and Alcohol Misuse Policy and Procedures. Each Employee must sign and return to RIPTA "Confirmation of Receipt" form.
2. Provide RIPTA with documentation that all employees, both full and part-time, participate in a prohibited drug use testing program in compliance with 49 CFR 653 and an alcohol misuse testing program in compliance with 49 CFR 654. Documentation must be provided which insures that all testing is performed in compliance with 49 CFR 40.
3. Provide to RIPTA's, by February 1st, following each calendar year, annual Management Information Systems (MIS) reports for submission to the FTA. The MIS form used must be that which is contained in 49 CFR 653 and 654.
4. Identify a contact person responsible for handling all 49 CFR 40, 653 and 654 regulation compliance.

### **XXXIV. DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT CONTRACT SERVICE PROVIDER ACKNOWLEDGEMENT AND CONFIRMATION OF RECEIPT**

Employee Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

I have received a copy of Rhode Island Public Transit Authority's Prohibited Drug Use and Alcohol Misuse Policy and Procedures.

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

Return To: Drug and Alcohol Test Coordinator  
Department of Human Resources  
Rhode Island Public Transit Authority  
Room 217  
705 Elmwood Avenue  
Providence, Rhode Island 02907



# **RHODE ISLAND PUBLIC TRANSIT AUTHORITY**

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#### **XXXV.BACKGROUND AND PROJECT PURPOSE**

The Rhode Island Public Transit Authority (RIPTA) seeks the services of a qualified Consultant with expertise in electric buses, electric transit charging infrastructure, solar PV systems, battery energy storage, and microgrids to assist in the scoping, procuring, and evaluating proposals for a transit resiliency demonstration project. The consultant will also be responsible for providing oversight support and inspectorial activities during the installation of the project.

RIPTA and the Rhode Island Office of Energy Resources (OER), together as the “Project Team”, plan to implement a demonstration project to enhance the resilience of Newport-based transit services. The demonstration project would potentially couple solar PV and energy storage with electric bus charging infrastructure at RIPTA’s Middletown/Newport Garage, the Newport Gateway Center on Aquidneck Island or at other sites deemed appropriate by the Project Team to enhance service reliability and reduce costs. Specifically, the demonstration project aims to achieve the following outcomes:

1. Provide backup power for emergency operations during grid outages
2. Generate supplemental revenue through participation in utility programs
3. Help manage utility costs for RIPTA

Electric transportation is a key means of reducing greenhouse gas emissions from the transportation sector, consistent with the 2021 Act on Climate.<sup>1</sup> This demonstration project will build on RIPTA’s Sustainable Fleet Transition Plan and Zero-Emissions Vehicle Pilot Program, seeking to identify pathways toward greater resilience, sustainability, financial efficiency, and systemic replicability within the future electrified transit network.

The project will bring together climate mitigation and mitigation with transit electrification via a resilient clean energy microgrid. Newport and the communities of Aquidneck Island are at risk of power outages from increasingly frequent and severe storms. Due to this, resilience is top of mind, especially as the RIPTA begins to make plans for the full transition from diesel to a zero-emission fleet.

#### **XXXVI. SCOPE OF SERVICES**

The consultant, either a single firm or a team led by a prime contractor, shall provide the following services:

**A. Task 1: Develop Scope of Work for Resilient Electric Bus System**

The consultant shall work with the Project Team to draft a Request for Proposals for the project. The RFP scope of work must, at a minimum, describe the necessary specifications for the solar PV system, the battery energy storage system, and the balance of plant required for desired functionality of the demonstration project. In conjunction with this task the consultant shall perform an interconnection study to determine potential interconnection costs.

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<sup>1</sup> <http://webserver.rilin.state.ri.us/BillText/BillText21/SenateText21/S0078A.pdf>

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The consultant shall advise the Project Team on proposal submission requirements (including but not limited to appropriate licenses and certifications), evaluation criteria, and evaluation methodology. The consultant shall provide cost estimating services to assist the Project Team in determining, within a reasonable margin of error, what the Authority and OER may expect to expend on the potential implementation of each demonstration approach. The Project Team anticipates up to five meetings with the consultant, one of which will be an in-person site visit.

**1. Deliverables:**

- a. Scope(s) of work for solar PV, battery energy storage, and balance of plant
- b. Proposal submission requirements for each scope of work
- c. Evaluation criteria and methodology for each scope of work
- d. Completed cost estimates for each potential demonstration approach

**B. Task 2: Advise Procurement Strategy for Resilient Electric Bus System**

The consultant shall work with the Project Team to advise and develop a procurement strategy for all components of and work associated with the demonstration project based upon the scope(s) of work developed under Task 1.

Examples of questions to be resolved include but are not limited to:

- Whether to procure the components in sequence, in parallel, or through a single procurement
- Whether certain specifications are required for the components to be interoperable
- How to conduct an evaluation of proposals such that the selected proposals are successful in being integrated
- What information is needed from the local electric distribution utility to inform procurement
- Develop a timeline for the procurement process.

The Project Team anticipates three virtual meetings with the consultant to complete this task. The Project Team expects the selected vendor to have no financial interest in a particular procurement strategy to be determined through this process.

**1. Deliverables:**

Memo describing recommended procurement strategy

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**C. Task 3: Support Technical and Financial Evaluation of Proposals**

The Request for Proposals will be open for bids for a minimum of thirty (30) days, after which the Project Team will evaluate the bids in accordance with State and Federal procurement statutes, rules, and regulations. The consultant will be expected to assist with (1) the technical evaluation of project proposals, including but not limited to technical review of engineering and product specifications and feasibility of the proposed operations and maintenance plan; and (2) the financial evaluation of the cost bids, including but not limited to a calculation of net present value of all costs and revenue streams associated with the project proposal as well as financial strength of the bidder if appropriate; and (3) assisting in the drafting of a contract with the successful bidder.

The Project Team anticipates conducting all necessary evaluations over three to five weeks, including three remote meetings with the consultant.

The Project Team expects the selected vendor has no direct financial interest with any company who may submit a proposal that will be considered by OER and the Authority.

**1. Deliverables:**

- a. Memo with necessary follow-up questions for bidders
- b. Memo with recommended technical and financial scores and justifications
- c. Contract preparation assistance

**D. Task 4: Support Demonstration Project Oversight**

The consultant is expected to support the Project Team as questions and adjustments arise during construction of the demonstration project. This support may include up to three site visits, in addition to ad hoc communications.

**1. Deliverables:**

As needed.

**E. Task 5: Inspect Demonstration Project Components**

The consultant is expected to inspect all components of the Demonstration Project upon completion and interconnection, including the solar PV system, battery energy storage system, electric bus charging stations, and balance of plant. The inspections will include compliance with all relevant Rhode Island codes, including National Electric Code. Note that this task will require certain licenses/certifications. If inspections are conducted within the scope of renewable energy programs, then this task may be waived by OER.

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**1. Deliverables:**

Memo on inspection results, including a follow up corrective action report to the project developer and OER if deficiencies are noted. Review and approval of any necessary completed changes to project components to fix identified issues.

**F. Task 6: Project Management**

The consultant is expected to respond to the Project Team in a timely manner (within 24 business hours of any communication) and keep record and documentation of all time and expenses incurred on this project. The consultant is expected to submit invoices according to the “Terms of Payment” under Procurement Procedures in this RFP.

The consultant is expected to revise their proposed work plan based on contract negotiations and feedback received during a remote Kick-Off meeting with the Project Team. The kick-off meeting shall occur no later than 3 weeks from the issuance of notice to proceed.

The consultant is expected to participate in recurring and routinely scheduled remote check-in meetings with the Project Team, including coordination of meetings, development of meeting agendas, and keeping of meeting notes. The consultant may be expected to attend additional meetings as needed to support the above tasks.

**1. Deliverables:**

- a. Monthly invoices
- b. Final approved work plan with timeline
- c. Weekly or bi-weekly check-in meetings with Project Team, including meeting coordination and development and dissemination of meeting agendas and notes
- d. Additional meetings as needed to support tasks

**XXXVII. PROCUREMENT PROCEDURES**

Respondents are strongly encouraged to review all the information provided in the sections below.

**A. Evaluation Factors**

Respondents can be awarded up to **100 points** between the technical and sealed pricing proposals. Proposals will be evaluated by a committee and scored based upon the established weights below. The proposal receiving the highest combined score will be awarded the contract.

**1. Technical Proposal**

*Relevant Experience and Qualifications (35 Points)*

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Describe consultant/consultant team's experience as it relates to the above-outlined tasks. Experience should reflect their knowledge in areas including:

- Electric buses
- Electric transit charging infrastructure
- Solar PV systems
- Battery energy storage systems
- Electrical microgrids
- RFP scoping
- Procurement strategy
- Proposal evaluation
- Project management

**Project Approach (35 Points)**

Proposals must include a clear, concise narrative of how the project is proposed to be carried out. The narrative should discuss how the consulting team intends to complete the stated tasks and deliverables. It should outline the methods to be used and each team member's and subcontractors (if included) responsibilities. All respondents shall provide a proposed schedule denoting milestone, expected timeframes for deliverables, relationships between tasks, and other major project tasks. A final project work plan and schedule will be determined at the project kickoff meeting following notice to proceed.

**2. Pricing Proposal**

The respondent can receive up to **30 points** for their proposed pricing. This proposal must be separate from the narrative and sealed.

The pricing proposal should include a not-to-exceed project cost and a breakdown of costs for the completion of each task and deliverable referenced in this scope of work. The pricing proposal should show the number of hours each member of the consulting team will be assigned to each given task and deliverable. The Authority requires all respondents to provide the hourly rates of all assigned staff. If subcontractors are part of the proposed project team, their respective tasks and deliverables must be identified, and their costs must be reflected in the pricing proposal.

Failure to provide a pricing proposal will automatically deem the proposer non-responsive. All proposed fees/rates shall conform to applicable requirements of the FTA.

**B. Submittal Requirements**

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Respondents are required to submit one (1) original hard copy each of their narrative and pricing proposal, the latter shall be sealed in an envelope. Respondents shall provide one (1) digital copy of each the narrative and the pricing proposal on a USB flash drive.

All submitted proposal narratives shall be used to describe how the respondent intends on fulfilling the tasks and deliverables described in the scope of work and how said approach meets the evaluation factors described in the previous section. The narrative should demonstrate that the respondent understands the project and sponsor expectations. Narratives cannot exceed 10 pages exclusive of attachments.

Along with the narrative, the following attachments are required:

1. **Resumes** for all members of the project team, including sub-contractors, documenting overall team experience for expected and other relevant skills discussed previously in this scope of service. Resumes may not exceed 1 page in length.
  - a. Photocopies of all licenses and certifications appropriate for work in the State of Rhode Island must be provided.
2. **Descriptions**, not to exceed 2 pages each, of up to three previous applicable projects of a similar scope. For each referred project, the respondent shall provide a contact name, company and title, phone number, and email address who can speak to their experience of the respondent. Additionally, for each referenced project, there should be a description of the capacity in which the reference knows the respondent (or their team).
3. An overall project implementation schedule which includes project milestones, expected duration of tasks, potential meetings, and other important dates for consideration. Proposers who offer a shorter delivery timeframe will score higher.

**C. Interviews**

The Authority (in consultation with OER) shall retain sole discretion on which firms are asked to provide additional information on their proposals through an interview process.

**D. Terms of Payment**

All proposals must include a cost for each task and deliverable. The sum of these will equal the value of the entire contract.

RIPTA will only authorize payment for completed project deliverables that are accepted by staff. Costs associated with Project Management activities (i.e. meeting coordination,

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facilitation, generation and dissemination of agendas and notes) or costs associated with project site visits or oversight meetings as described in Task 4 are permitted to be billed on a monthly basis and shall be based on an hourly rate. No other partial payments or progress payments will be considered.

Any invoice submitted by the consultant must be received by the fifth of the month.

Upon staff acceptance of a deliverable, the consultant may submit an invoice reflecting the value of the work completed up to the amount of the deliverable. Invoices must include all hours and pay rates for each team member.

If the selected consulting team includes subcontractors, the main consulting party is required to keep track of their hours and progress towards the completion of their respective tasks and deliverables.

If the consultant is paid on an hourly basis, the Authority will require detailed documentation of activities performed and a timesheet denoting the activities and the number of hours used to fulfill stated work.