



DORRANCE STREET TRANSIT CENTER JOINT DEVELOPMENT PROJECT

REQUEST FOR PROPOSALS

RFP No. 23-22

Dated: January 17, 2023

Proposals Due: April 17, 2023, 1:00 PM Eastern Time

ABOUT RIPTA

Created in 1964, the Rhode Island Public Transit Authority (“RIPTA”) is a body politic and corporate, vested with the power of eminent domain to acquire transit property or any interest therein. It has primary responsibility for directing statewide fixed-route bus service and ADA paratransit service operations. RIPTA is managed under the direction of a seven-member policy board of directors. RIPTA is committed to protecting the environment and providing safe, reliable, quality transit service that is responsive to customer needs, with particular emphasis on Rhode Island's families, children, transit dependent populations, elderly and people with disabilities.

AGENCY OBJECTIVES

As the statewide public transit organization, RIPTA has a primary role to expand access and mobility opportunities for Rhode Islanders by undertaking actions and supportive strategies, directly and in collaboration with others, to provide a full range of options to the single-occupant automobile. These key mobility strategies include: (a) transit design and service strategies which help improve the livability of communities and act as a stimulus for neighborhood renewal; (b) technological advancements which increase travel options and convenience; and (c) collaborative land use strategies and economic development initiatives that foster transit ridership and pedestrian movement through transit-friendly land use and development.

MISSION STATEMENT

RIPTA’s mission is to provide safe, reliable, and cost-effective transit service with a skilled team of professionals responsive to our customers, the environment, and committed to transit excellence.

DORRANCE STREET TRANSIT CENTER JOINT DEVELOPMENT PROJECT

SUMMARY OF KEY INFORMATION

RFP ISSUER	Rhode Island Public Transit Authority
RFP TITLE	Public-Private-Partnership for the design, construction, financing, operation and maintenance of the Dorrance Street Transit Center Joint Development Project.
CONTACT PERSON	All communications relating to this procurement shall exclusively be in writing and directed to the RIPTA Representative at TransitCenterP3@ripta.com .
RFP ISSUANCE	January 17, 2023
PRE-PROPOSAL MEETING	February 13, 2023
DEADLINE TO SUBMIT FINAL QUESTIONS & COMMENTS	March 21, 2023
PROPOSAL SUBMISSION DEADLINE	April 17, 2023
PROPOSALS SUBMISSION LOCATION	Rhode Island Public Transit Authority Purchasing Department Room 217 705 Elmwood Avenue Providence, RI 02907
PROPOSER PRESENTATIONS & INTERVIEWS	April 27-28, 2023
ANNOUNCEMENT OF SUCCESSFUL PROPOSER	May 2023

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1. INTRODUCTION AND OVERVIEW

1.1. INTRODUCTION

The Rhode Island Public Transit Authority (“RIPTA”) is soliciting proposals (“Proposals”) from qualified and experienced entities or teams (“Proposers”) to design-build-finance-operate-maintain (“DBFOM”) the Dorrance Street Transit Center Joint Development Project through a progressive joint development project delivery model. This Request for Proposals (“RFP”) contemplates a single-phase procurement, inclusive of the evaluation of qualifications, as well as technical and pricing components.

Defined terms used in this RFP have the meanings set forth in Section 1.6 below.

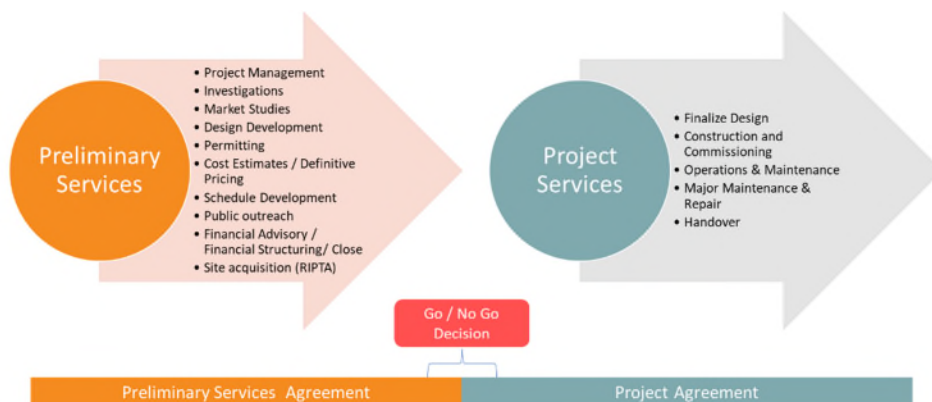
1.2. ELIGIBILITY

Only those Proposers meeting the minimum qualifications set forth in Section 5.4.1.2 of this RFP shall be deemed eligible to participate in the procurement under this RFP (the “RFP Process”).

1.3. PROGRESSIVE PROJECT DELIVERY

The Project will be developed and delivered on a progressive DBFOM basis which consists of two separate, consecutive phases of work, each governed by a separate agreement with RIPTA:

- 1) **Preliminary Services Phase.** The first phase (the “Preliminary Services Phase”) includes the Project Company (as defined below) undertaking pre-development professional services, such as project management, design development (up to an approximately 60% design level), permitting, scheduling, cost-estimating, value-engineering, public outreach, funding and financial advisory, securing financing, as well as other professional advisory services, as set forth in detail in the Draft Preliminary Services Agreement attached hereto as Schedule 2 (such services hereinafter referred to as the “Preliminary Services”).
- 2) **Project Delivery Phase.** Following the successful completion of the Preliminary Services Phase, the Project Company will be responsible for closing any required financing, completion of design, construction, commissioning, operation, and long-term major maintenance, repair, replacement and management of the Infrastructure Facility (as defined below), as well as long-term Property Management services of the Transit-Oriented Development, as set forth in the draft Project Agreement Term Sheet attached as Schedule 3 (such services hereinafter referred to as the “Project Services”, and such phase hereinafter referred to as the “Project Services Phase”). Such Project Services are subject to update and refinement and during the Preliminary Services phase.



The costs for the Preliminary Services will be paid by RIPTA to the Project Company, as and to the extent described in Section 2.6 of this RFP. As part of the Preliminary Services, the Project Company will be obligated to develop the design of the Facilities (as defined below), the funding and financing plan, the operation, maintenance and management plan and other deliverables (as described in the draft Preliminary Services Agreement), in an interactive and collaborative manner with RIPTA, to a level sufficient to make a final fixed-price proposal to perform the Project Services upon completion of the Preliminary Services (“Definitive Project Submittal”), all as detailed in the Draft Preliminary Services Agreement. Prior to submission of the Definitive Project Submittal, RIPTA will provide the Project Company with a Draft Project Agreement (as defined below), the material terms of which are reflected in the Project Agreement Term Sheet set forth in Schedule 3 hereto.

The second phase (the Project Services Phase) will only be performed should RIPTA and the Project Company agree on an annual service fee payment for the Infrastructure Facility, guaranteed design-build schedule, performance guarantees and other final terms and conditions of the Project Agreement. In the event that RIPTA and the Project Company are able to agree to final terms and execute a Project Agreement, the Project Company will perform the Project Services and RIPTA will make annual availability payments (the “Service Fee”) to the Project Company once the Project has demonstrated performance and all other conditions for the acceptance of the Project have been achieved. In the event that RIPTA and the Project Company are unable to agree on final terms and conditions of the Project Agreement, RIPTA shall have certain rights including the right to execute an “*off-ramp*” option as set forth in the Draft Preliminary Services Agreement. A more detailed description of the Project delivery method is included in Section 2 of this RFP.

1.4. PROCUREMENT PROCESS

This RFP is being issued as a single-stage procurement process. The RFP Process shall commence with the issuance of this RFP and terminate upon (i) the execution of the Preliminary Services Agreement with the Project Company selected on the basis of this procurement or (ii) the date that RIPTA notifies Proposers that the procurement has been terminated, whichever occurs first.

1.5. STRUCTURE OF RFP

This RFP consists of this document and the following Schedules and Proposal Forms:

RFP Schedules & Proposal Forms		
Schedules	Schedule 1	Proposal Submission Requirements
	Schedule 2	Draft Preliminary Services Agreement
	Schedule 3	Project Agreement Term Sheet
	Schedule 4	Proposal Forms
	Schedule 5	Scope of Basic Services
Proposal Forms		
<i>Technical Proposal Forms</i>	Proposal Form 1	Proposal Transmittal Letter
	Proposal Form 2	Major Participants
	Proposal Form 3	Proposer Team Member List
	Proposal Form 4	Minimum Qualification Confirmation
	Proposal Form 5	Experience Summary
	Proposal Form 6	Key Personnel List
	Proposal Form 7	Relationship Disclosure Form
	Proposal Form 8	Statement of Ownership
	Proposal Form 9	Affidavit of Non-Collusion
	Proposal Form 10	Certification of Restrictions on Lobbying
	Proposal Form 11	EEO Compliance Certificate
	Proposal Form 12	Proposal Security
	Proposal Form 13	Preliminary Services Schedule
	Proposal Form 14	Financial Information
<i>Price Proposal Forms</i>	Proposal Form P-1	Preliminary Services Fee
	Proposal Form P-2	Design-Build Subcontractor Fee
	Proposal Form P-3	Operations Subcontractor Fee
	Proposal Form P-4	Return-on-Equity

1.6. DEFINITIONS

Certain capitalized terms used in this RFP have the meaning set forth below. Terms that are capitalized in this RFP but not defined below have the meaning set forth in the Draft Preliminary Services Agreement set forth in Schedule 2 or the Project Agreement Term Sheet set forth in Schedule 3, as applicable.

“Addendum” means any addendum to this RFP.

“Additional Services” means those services that are in addition to the Basic Services (as defined in the PSA), as described in subsection 3.2(B) of the PSA.

“Affiliate” means in relation to any Person:

- a. any other Person having Control of that Person;
- b. any other Person over whom that Person has Control;
- c. any Person over whom any other Person referred to in (a) above also has Control; or

<p>d. only with respect to the use of the term “Affiliate” in Proposal Forms of this RFP, any consortium, partnership or joint venture involving such Person (whether alone or with others, and whether directly or indirectly at any tier),</p> <p>where “Control” of a Person by another Person means that other Person (whether alone or with others, and whether directly or indirectly at any tier): (i) holds the majority of voting rights in the controlled Person; (ii) has the right to appoint the majority of the board of directors (or equivalent) of that controlled Person; and/or (iii) exercises control over that controlled Person’s affairs.</p> <p>In the case of a Financing Member, if the Financing Member is an investment fund, “Affiliate” includes such Financing Member’s general partner and any other investment fund in which its general partner is an equity investor as a general partner.</p>
<p>“Affordable” or “Affordable Housing” means all forms of housing, including workforce housing, offered to households with incomes no higher than 120% of the Area Median Income (“AMI”), adjusted for family size.</p>
<p>“Applicable Law” means (1) any federal, State or local law, code, regulation, consent order or agreement; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule or order of any Governmental Body having appropriate jurisdiction; (3) any established interpretation of law or regulation utilized by an appropriate Governmental Body if such interpretation is documented by such Governmental Body and generally applicable; and (4) any Governmental Approval, in each case having the force of law and applicable from time to time to: (a) the siting, permitting, design, acquisition, construction, equipping, start-up, testing, operation, maintenance, repair, replacement or management of transit facilities, including the facilities contemplated by the Project; and (b) any law pertaining to health, safety, fire, environmental protection and building codes applicable to the Project.</p>
<p>“Authority” or “RIPTA” means the Rhode Island Public Transit Authority.</p>
<p>“Breakage Fee” means the amount payable to the Project Company by RIPTA in the event of a termination of this Agreement or if RIPTA exercises its off-ramp option, as such amount is calculated in accordance with Appendix 2 (Compensation) of the PSA.</p>
<p>“Business Day(s)” means any day during which RIPTA administrative offices are operating and open for general business activities.</p>
<p>“Capital Charge Component” means the component of the Service Fee in any given period that would be payable by RIPTA to the Project Company pursuant to the Project Agreement, if a Project Agreement is executed by the parties, representing the cost of the Design-Build Services, any amounts withheld by RIPTA from the Preliminary Services Fee in accordance with the PSA, and the financing associated therewith.</p>
<p>“Commercial Component” means, generally, the activities related to the TOD.</p>
<p>“Common Infrastructure” is broadly defined as the collection of Project elements that are shared by the Transit Center and TOD, including shared or common areas such as open space (whether public or private), shared services areas (e.g., storage spaces, waste handling facilities), shared utility / building system spaces and vertical / horizontal distribution chases, etc.</p>
<p>“Confidential Information” has the meaning set forth in Section [3.6] of this RFP.</p>
<p>“Conflict of Interest” is defined in Section 3.5.2. (<i>Definition of Conflict of Interest</i>) of this RFP.</p>

<p>“Consultant Support Team” means those entities identified in Section 3.5.3. of this RFP.</p>
<p>“Deadline” means any applicable deadline set forth in the Section 3.1 (<i>RFP Schedule</i>) of this RFP.</p>
<p>“Definitive Project Submittal” means the submittal required to be made by the Project Company regarding pricing, technical and commercial information pursuant to the Preliminary Services Agreement as described in Section 3.13 (Definitive Project Submittal) of the PSA, and Task 5 (Definitive Project Submittal) of Appendix 1 (Scope of Basic Services) of the PSA.</p>
<p>“Design-Build-Finance Services” means the Design-Build Work and any private financing associated therewith.</p>
<p>“Design-Build Subcontract” means the agreement to be entered into between the Project Company and its Design-Build Subcontractor, including the Appendices and the Transaction Forms, to perform Design-Build services for the Project.</p>
<p>“Design-Build Subcontractor” means the Lead Design-Build entity with whom the Project Company enters into the Design-Build Subcontract.</p>
<p>“Design-Build Subcontractor Fee” means the fee proposed on Proposal Form P-2.</p>
<p>“Design-Build Work” means the work relating to the design, permitting, construction, commissioning and acceptance testing of the Project (including the Demolition Work) to be performed by the Project Company pursuant to the terms of the Project Agreement.</p>
<p>“Draft Preliminary Services Agreement” means the draft agreement for the Preliminary Services, as set forth in Schedule 2.</p>
<p>“Draft Project Agreement” means the draft of the Project Agreement to be prepared by RIPTA and provided to the Project Company prior to the submission of the Definitive Project Submittal.</p>
<p>“Eligible Security” means a reputable financial institution authorized to issue bonds, letters of credit, or sureties in the State having either:</p> <ul style="list-style-type: none"> (a) a long-term unsecured debt rating of at least (i) “A” by Standard & Poor’s Rating Services; (ii) “A” by Fitch, Inc., (iii) “A2” by Moody’s Investor Service, Inc., or (iv) “A” by DBRS, Inc.; or (b) a rating of at least “A-” and “Class VIII” from A.M. Best Company, Inc.
<p>“Facility” or “Facilities” mean collectively or individually, the (i) Transit Center, (ii) the Transit-Oriented-Development, and (iii) Common Infrastructure.</p>
<p>“Financial Advisor” means the member of the Proposer’s team that will be responsible for providing advisory services to RIPTA under the Preliminary Services Agreement with regard to funding and financing issues, as well as responsible for structuring financing on behalf of the Project Company.</p>
<p>“Financing Member” means each member of a Proposer’s team that will contribute equity or at-risk private capital to the Project Company for the purposes of performing the Project obligations.</p>
<p>“Governmental Body” means any federal, State, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction.</p>

<p>“Guarantor” means each parent company or other entity (in either case, if any) that is nominated by the Proposer in its Proposal that would support and guarantee the obligations of a Financing Member, Lead Design-Builder (or Lead Design-Builder Member), Lead Operator (or Lead Operator Member), or Lead Affordable Housing Developer (or Lead Affordable Housing Developer Member).</p>
<p>“Individual Commercially Confidential Meeting” means the Proposer’s confidential one-on-one meeting(s) with RIPTA and members of its Consultant Support Team, as further described in Section 3.4.6. of this RFP.</p>
<p>“Infrastructure Facility” means, collectively, the Transit Center and Common Infrastructure.</p>
<p>“Infrastructure Facility Maintenance” means the customary collection of facility management, engineering, repairs and maintenance, renewals and replacement, and other activities necessary to ensure that the Infrastructure Facility provides an adequate level of service, excluding the activities expressly retained by RIPTA (RIPTA O&M).</p>
<p>“Key Personnel” means any individual identified on Proposal Form 6 in the Proposal.</p>
<p>“Lead Affordable Housing Developer” means the entity (whether a single incorporated entity or an incorporated or unincorporated joint venture) with primary responsibility for the planning and management of the multi-family and mixed-use workforce and affordable housing, including subcontracting, management, supervision and administration of the affordable housing component of the Project.</p>
<p>“Lead Affordable Housing Developer Member” means, where the Lead Affordable Housing Developer is an incorporated or unincorporated joint venture, each member or joint venture in the Lead Affordable Housing Developer.</p>
<p>“Lead Design-Builder” means the entity (whether a single incorporated entity or an incorporated or unincorporated joint venture) with primary responsibility for the performance of design, engineering and construction work for the Project, including the subcontracting, management, supervision and administration of the design and construction for the Project.</p>
<p>“Lead Design-Builder Member” means, where the Design-Builder is an incorporated or unincorporated joint venture, each member or joint venturer in the Design-Builder.</p>
<p>“Lead Commercial Developer” means the entity (whether a single incorporated entity or an incorporated or unincorporated joint venture) with primary responsibility for developing, financing, and managing of market-rate multi-family and mixed-income housing and mixed-use projects, including subcontracting, management, supervision and administration of the commercial component of the Project.</p>
<p>“Lead Commercial Developer Member” means, where the Lead Commercial Developer is an incorporated or unincorporated joint venture, each member or joint venture in the Lead Commercial Developer.</p>
<p>“Lead Member” means the Proposer team member duly designated in the Proposal as the leader and single point of contact for the Team for purposes of the procurement, as set forth in <u>Section 4.2 (Leader Designation)</u> of this RFP.</p>
<p>“Lead Operator” means the entity (whether a single incorporated entity or an incorporated or unincorporated joint venture) with primary responsibility for the facilities maintenance over the term of the Project Agreement.</p>

“Lead Operator Member” means where the Lead Operator is an incorporated or unincorporated joint venture, each member or joint venture in the Lead Operator.

“Major Participant” means each of the following:

- (a) each Financing Member (if a Financing Member is an investment fund, the fund’s general partner(s);
- (b) the Lead Design-Builder;
- (c) each Lead Design-Builder Member (if any);
- (d) the Lead Operator;
- (e) each Lead Operator Member (if any);
- (f) the Lead Affordable Housing Developer;
- (g) each Lead Affordable Housing Developer Member (if any);
- (h) the Lead Commercial Developer;
- (i) each Lead Commercial Developer Member (if any); and
- (j) each Guarantor.

“Operation Services” means all services relating to Infrastructure Facilities Maintenance (including all routine and major maintenance, repair and replacement) and all Property Management services, as further described in the Preliminary Services Agreement and Project Agreement Term Sheet.

“Operations Charge Component” means the component of the Service Fee representing the cost of the Operation Services.

“Operations Subcontractor” means the Lead Operator that will be primarily responsible to the Project Company for performing the Infrastructure Facilities Maintenance Services.

“Operations Subcontractor Fee” means the fee proposed on Proposal Form P-3.

“Preliminary Services” means the services that the Project Company will perform prior to the execution of the Project Agreement, pursuant to the Preliminary Services Agreement, as described in Appendix 2 of the Draft Preliminary Services Agreement set forth in Schedule 2 hereto.

“Preliminary Services Fee” means the fixed price for Preliminary Services as set forth on Proposal Form P-1.

“Procurement Schedule” means the schedule set forth in Section 3.1 of this RFP.

“Project” means the Dorrance Street Transit Center Joint Development and Project Services.

“Project Agreement” means the agreement or agreements to be entered into between RIPTA and the Project Company following completion of the Preliminary Services and submission of the Definitive Project Submittal by the Project Company for the performance of the Project Services.

“Project Agreement Term Sheet” means the term sheet that summarizes material terms anticipated to be reflected in the Draft Project Agreement and final Project Agreement, as set forth in Schedule 3.

“Project Company” means the corporation, limited liability company, partnership, joint venture, or other legal entity that is determined to have the best value Proposal and that enters into the Preliminary Services Agreement with RIPTA.

<p>“Project Services” means Design-Build-Finance Services and Operation Services that will be required to be performed by the Project Company pursuant to the Project Agreement.</p>
<p>“Project Site” or “Site” means the real property on which the Project will be built.</p>
<p>“Property Management” means the collection of facility management, leasing, rent collection, tenant services and relations, engineering, repairs and maintenance, renewals and replacement, and other activities that are customary in the real estate industry for the Commercial Component of the Project.</p>
<p>“Proposal” means the proposal submitted by a Proposer in accordance with the terms of this RFP.</p>
<p>“Proposal Submittal Date” means the date by which Proposals must be submitted to RIPTA, as set forth in the Procurement Schedule.</p>
<p>“Proposer” means an entity or team submitting a Proposal in response to this RFP.</p>
<p>“Proposer Team” means the Proposer itself and the individuals and other entities, including Major Participants and Key Personnel identified as members of its team. At a minimum, the Proposer Team must include entities that hold the appropriate licenses required by applicable laws including, without limitation, R.I. Gen. Laws § 5-65-1 <i>et seq.</i>, and 415-RICR-00-00-1 <i>et seq.</i></p>
<p>“Request for Proposals” means this Request for Proposals No. 23-22 for the Dorrance Street Transit Center Joint Development Project, as issued by RIPTA.</p>
<p>“Return-on-Equity” means the Proposer’s proposed equity return for the Project Company, as proposed on Proposal Form P-4.</p>
<p>“RIPTA” means the Rhode Island Public Transit Authority;</p>
<p>“RIPTA O&M” generally means the collection of operations and maintenance (O&M) activities that will be conducted by RIPTA within the Transit Center, which generally comprises: transit operations; O&M of work areas, storage areas and rooms, and any electrical infrastructure of the transit vehicles; O&M of the Furniture, Fixtures, and Equipment (FF&E) of support spaces such as administration offices, break rooms, kitchens, restrooms, locker rooms, training facility, custodial support rooms, and other support spaces within the Transit Center; O&M of the communications and information technology systems necessary for RIPTA transit operations, administration, training, and other activities; O&M activities such as replacement parts inventory, custodial, waste management, pest control, building security, snow removal, uniforms, catering, and other such services that RIPTA customarily performs in its existing transit facilities. The definition of services retained by RIPTA will be further clarified during the Preliminary Services period.</p>
<p>“RIPTA Representative” means the individual designated in Section 3.2.2 of this RFP.</p>
<p>“Selection Committee” means the group of individuals selected by RIPTA to evaluate the Proposals, interview Proposers, and make a recommendation for the selection of the Project Company to the RIPTA Board.</p>
<p>“Service Fee” means the fee to be paid by RIPTA to the Project Company following Acceptance (as defined in the PSA) of the Project as compensation for the Project Services, including any amounts withheld by RIPTA from the Preliminary Services Fee in accordance with the PSA, should the parties execute a Project Agreement.</p>

“Successful Proposer” means the Proposer who has been determined by RIPTA to have submitted the best value Proposal in response to this RFP until either (i) such Proposer enters into the Preliminary Services Agreement with RIPTA (becoming the “Project company”) or (ii) RIPTA revokes the status of the Proposer as the “Successful Proposer” in accordance with Section 5.14 of this RFP.

“State” means the State of Rhode Island.

“Technical Requirements” means the Project Requirements set forth in Attachment 1 to Appendix 1 of the draft Preliminary Services Agreement.

“Transit Center” means the facility designed and constructed on the Project Site by the Project Company to provide bus berths, bus boarding and alighting areas, public waiting areas, RIPTA operational and administrative areas, and similar, with the primary purpose of facilitating bus operations.

“Transit-Oriented Development” or “TOD” means the facility or facilities designed and constructed by the Project Company on the Project Site to be integrated with the Transit Center in order to provide a combination of mixed-use spaces and housing, including both market-rate and affordable units, and their associated support spaces (e.g., lobbies, vertical and horizontal circulation, storage, open space, rooms for building systems, offices for property management and resident services, and resident amenities such as laundry and community room). Commercial uses may include, but are not limited to, neighborhood-serving retail.

“Transportation Demand Management” means a layer of policies, programs, information, services, and tools that work with the transportation infrastructure and operations to support the use of sustainable modes for all trips, in accordance with the Rhode Island Statewide Model (RISM) maintained by the Rhode Island Statewide Planning Program.

“Virtual Data Room” means the website located at <https://www.dropbox.com/sh/foia4xdrt5ix2sz/AABXUygc6189buvVmldGFPjha?dl=0>, where certain documents relating to this RFP are provided, including general reference background documents, Project Site related information and referenced Minimum Design and Construction Requirements.

1.7. ABBREVIATIONS

DBA	Davis Bacon Act
DBFOM	Design-Build-Finance-Operate-Maintain
FTA	Federal Transit Administration
O&M	Operations & Maintenance
PA	Project Agreement
PSA	Preliminary Services Agreement
RFP	Request for Proposals
TDM	Transportation Demand Management
TOD	Transit Oriented Development

1.8. INTERPRETATION

In this RFP:

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- a) Any action, decision, determination, consent, approval and any other thing to be performed, made, or exercised by or on behalf of RIPTA, including the exercise of “discretion” or words of like effect, unless the context requires it, is at the sole, absolute, and unfettered discretion of RIPTA.
- b) The use of headings is for convenience only, and headings are not to be used in the interpretation of this RFP.
- c) A reference to a Section, Appendix, Schedule, or Exhibit, unless otherwise indicated, is a reference to a section, appendix, schedule or exhibit of this RFP.
- d) Words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- e) The word “including” when used in this RFP is not to be read as limiting.
- f) Each appendix attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP.

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2. PROJECT OVERVIEW

2.1. BACKGROUND

RIPTA is issuing this RFP to Proposers for the design, construction, financing, operation and maintenance of the Dorrance Street Transit Center Joint Development Project in accordance with the requirements of this RFP.

The issuance of this RFP is being undertaken by RIPTA with the intent to solicit Proposers to provide the best solution for the Project, consistent with RIPTA's Project and procurement goals identified in Section 2.3 (*Objectives*) of this RFP.

Recent resolutions, approvals, and issuances substantiating this procurement process include the following:

- a) Approval of Transit Master Plan ("Transit Forward RI 2040") by the State Planning Council on December 10, 2020.
- b) RIPTA Board Resolution dated June 15, 2022, in which the Board resolved to empower the Chief Executive Officer to take such actions as may be necessary, pursuant to R.I.G.L. §39-18-6 to obtain certain parcels of property located in Providence, Rhode Island for the construction of a new intermodal facility known as the Dorrance Street Transit Center.
- c) RIPTA Board Resolution dated December 14, 2022 in which the Board resolved to empower RIPTA to initiate a competitive procurement to select an entity to develop the Project under a progressive public-private-partnership.

2.2. GENERAL PROJECT DESCRIPTION

History and Context. RIPTA is Rhode Island's statewide transit provider, serving nearly every community in the state with 53 fixed routes, on-demand zone service and paratransit services. RIPTA provides over 16 million transit trips annually on 229 fixed-route buses. Service is centered in the Providence Metro Region, with passenger hubs located in historic city centers in Providence, Pawtucket, Warwick and Newport.

Since 1990, Kennedy Plaza has served as the central transfer point of RIPTA's statewide bus network for RIPTA of Providence. Kennedy Plaza is a public park owned by RIPTA's Downtown Providence Parks Conservancy. Every year, approximately 3 million passengers utilize Kennedy Plaza.¹ Due to transportation challenges found at Kennedy Plaza, RIPTA is pursuing the development of a new intermodal facility known as the Dorrance Street Transit Center.

The Project is envisioned to be a mixed-use development that will include an enclosed intermodal transit center and RIPTA administrative offices, as well as an adjacent mixed-use, transit-oriented development.

¹ Based on FY19 pre-COVID ridership.

In contrast to the current sprawling footprint of Kennedy Plaza, spread out in various locations across an urban park, the new Project will provide a single organized location.

Initially serving three million transit users annually, and considering anticipated growth,² the new state-of-the-art Dorrance Street Transit Center Joint Development Project is currently envisioned to entail well over 27,000 square feet of new vertical construction for the intermodal transit center. The facility will host an approximately 27,000 square-foot (“sf”) indoor intermodal facility and 36,000 sf ground-floor bus berth space. The transit center will also feature a state-of-the-art passenger arrival and seating area with passenger amenities, RIPTA office space, and multi-modal accommodations for bicyclists. RIPTA is likewise interested in creating a public meeting space with an open-air terrace, as well as other amenities to serve the community at large.

Additionally, the Project is envisioned to include a multistory, mixed-use TOD development, with first-floor retail and affordable housing residential space on the upper floors. The TOD development will offer improved multimodal mobility for local residents and employees, while offering economic development progress for RIPTA.

The Project was first conceptualized in 2014, when Rhode Island voters approved a bond referendum to improve RIPTA transit services via a new transit hub in the downtown area. Endorsed by stakeholders and gaining public support, the Dorrance Street Transit Center rose to priority status with the adoption of RIPTA’s long-



range Transit Master Plan, “[Transit Forward RI 2040](#),” by the State Planning Council on December 10, 2020. Transit Forward RI 2040 outlines a detailed service expansion plan to be implemented over the next 20 years, with the relocation of the transfer hub to Dorrance Street serving as a baseline for supporting key expansion initiatives, including the following:

- Two high-capacity transit (bus rapid transit / light rail transit) services connecting the wider metropolitan area with Providence;
- Frequent transit service on 15 additional routes (expanded from four today);
- Offering more frequent service for longer hours on nearly all other routes;
- Extend bus service to new areas (10 new routes, extending service to 7,714 new riders);
- Adding six new rapid bus lines, serving an anticipated 5,025 new riders; and

² As projected in RIPTA’s long-term transit master plan.

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- Potential transition to articulated buses and fleet electrification.

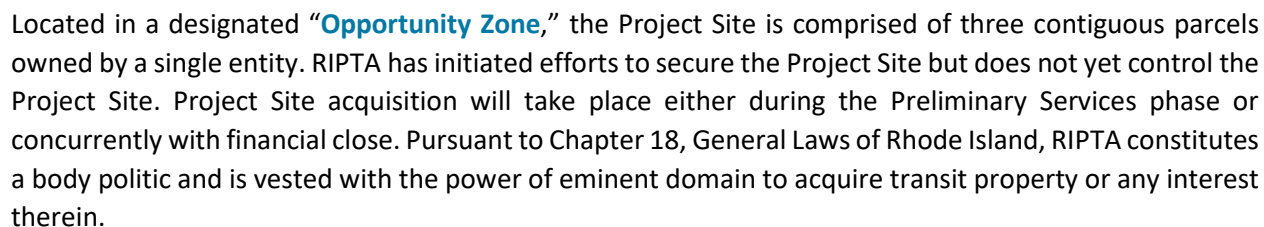
Project Site. Since 2021, RIPTA has been engaged in discussions with state, local, and community leaders about its intent to develop a new, multistory, and mixed-use transit center at a site located at the intersection of Dorrance and Dyer Streets. Reception to this idea has been generally positive.

The proposed Project Site lies between Providence's central business district and the rapidly evolving Innovation District and is preferred because of its proximity to the Downtown Transit Connector (which offers a bus every five minutes between Providence Station and Rhode Island Hospital) and because it has sufficient space to develop a facility that can both accommodate projected transit service needs and provide for mixed-used TOD value capture and commercial opportunities.

Figure 1: Project Site Location



Figure 2: Project Site Property Map



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2.3. PROJECT OBJECTIVES**2.3.1. Transit and Transportation Objectives**

RIPTA's primary transit and transportation objectives in delivering the Project are to:

- (i) Deliver a modern, resilient and reliable Transit Center by 2026 that prioritizes passenger needs by facilitating transfers, enhancing safety and security, and improving passenger amenities to accommodate RIPTA's long-range expansion plans detailed in its Transit Master Plan, "[Transit Forward RI 2040](#)";
- (ii) Create an efficient and enduring Transit Center that enhances the surrounding community and is designed to elevate the traditional and utilitarian perception of a bus terminal;
- (iii) Deliver and operate a future-ready Transit Center that is flexible and capable of meeting projected increases in ridership and changes in technology over the next 30 years, including the transition to a zero-emission fleet;
- (iv) Construct a new public asset that is resilient to projected climate change effects, and that provides a safe, secure environment for RIPTA's employees and physical assets;
- (v) Improve conditions for passengers, the public, contractors/vendors, and RIPTA's workforce of transit operators and front-line administrative staff through a new, state-of-the-art Transit Center;
- (vi) Obtain a reliable and visually appealing Project design that will satisfy the Project and program requirements, as well as other performance criteria defined by RIPTA, while also enhancing and improving the local community;
- (vii) Implement an inclusive and transparent stakeholder engagement process from design and environmental review through construction completion;
- (viii) Deliver a bright, safe and world class traveler experience that allows passengers and the public to enjoy an intuitively designed transit center, seamlessly integrated with retail offerings and other amenities;
- (ix) Provide a Transit Center that seamlessly integrates into the TOD and allows for connectivity to the surrounding business and residential community.
- (x) Build a project that is financially feasible and fiscally responsible;
- (xi) Maximize financial stewardship by linking payments to performance over the life-cycle of the facility; and
- (xii) Minimize life-cycle costs, consistent with the above objectives.

2.3.2. TOD / Housing and Mixed-Use Development Objectives

RIPTA's primary objectives related to the TOD include:

- (i) Maximize the use and value of the Project Site with a mixed-use residential and commercial development and provide dense, mixed-income housing with a substantial percentage of below-market-rate units;
- (ii) Provide a transit-oriented development physically and functionally integrated with the Transit Center that supports a vibrant, sustainable, and equitable community through dense, walkable, mixed-use spaces and housing;

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- (iii) Increase the supply of transit-accessible housing by optimizing the number of dwelling units, which includes workforce and affordable housing, near the Transit Center;
- (iv) Support transit-oriented development and promote the use of public transportation;
- (v) Ensure that the TOD, and particularly the housing and commercial component, is financially feasible, with an initial base target of 40% of housing units being affordable, while further encouraging the maximization of the percentage of below market rate units;
- (vi) Support and enhance Providence's and the State's economic development goals by creating a regionally acclaimed transit-oriented development;
- (vii) Enhance the local economy by creating, both directly and indirectly, short-term and long-term jobs and housing opportunities for Providence residents; and
- (viii) Leverage private sector expertise and experience to scale, scope, design, build and manage the housing and commercial components of the TOD in a manner that minimizes public expenditures and promotes a vibrant local community.

2.3.3. Urban Design and Placemaking Objectives

RIPTA's primary objectives related to the urban design and placemaking include:

- (i) Enhance safety and reduce conflicts between transit, commercial vehicles, bicyclists, drivers, and pedestrians.
- (ii) Improve the architectural and urban design character of the Project Site;
- (iii) Ensure a safe and secure Project construction and operational environment;
- (iv) Create safe, walkable, visually appealing and intuitive common areas and conduits leading to and from the Transit Center that are efficiently integrated with the TOD and the broader community; and
- (v) Reasonably incorporate amenities requested by the public and RIPTA workforce during outreach events, such as accommodations for bicyclists, a public meeting space with an open-air terrace, etc.

2.3.4. Sustainability, Equity and Economic Development Objectives

RIPTA's primary objectives related to sustainability, equity and economic development include:

- (i) Demonstrate RIPTA's leadership in sustainable development by constructing an environmentally low-impact facility that would increase the Project Site's resource efficiency, especially with regard to energy management and energy efficiency;
- (ii) Deliver a sustainable Project that minimizes its carbon footprint and reduces greenhouse gas emissions by leveraging renewable energy and other energy efficiency initiatives;
- (iii) Design and construct the Project such that it achieves LEED Gold rating;
- (iv) Increase opportunities for Local and Disadvantaged Business Entities to participate in the Project;
- (v) Enhance the local economy by creating, both directly and indirectly, short-term and long-term jobs and housing opportunities for Providence residents; and
- (vi) Encourage community benefits programs, such as workforce development, apprenticeships, etc., that will support sustainable economic growth.

2.3.5. Procurement Objectives

RIPTA is pursuing the following procurement objectives for the Project:

- (i) **Progressive Development.** Undertake a progressive development process that optimizes opportunity for public input and feedback on the key aspects of the Project's design and functionality, while allowing RIPTA to make fully-informed value-for-money decisions;
- (ii) **Private Sector Innovation.** Leverage private sector innovation and expertise to deliver the Project in the timeliest and most cost-effective manner possible, while also optimizing project delivery risk transfer to the Project Company;
- (i) **Schedule.** Achieve the earliest date of operations that is consistent with reliable and high-quality design and construction;
- (ii) **Cost Savings.** To the extent that it is financially feasible, generate value from the TOD to offset the costs of the Transit Center and Common Infrastructure;
- (iii) **Risk Transfer.** Transfer design, construction, financing, maintenance, and real estate market risks to the Project Company so provide RIPTA with budget and schedule certainty;
- (iv) **Integrated Project.** Combine the public infrastructure Transit Center with a mixed-use TOD including a housing and commercial component, so that the project is seamlessly integrated and delivers public benefits to the neighborhood and the community in general to the greatest extent feasible;
- (v) **Life-Cycle Asset Management.** Achieve reliable and efficient operations and effective maintenance;
- (vi) **Maximize Competition.** Attract best-in-class and experienced Proposers to maximize competitive pressures and ensure that RIPTA receives the best value as a result of this procurement opportunity;
- (vii) **Entitlements, Inclusivity, and Community Engagement.** Implement a robust inclusivity program that addresses RIPTA requirements for local and disadvantaged business enterprise participation; and
- (viii) **Federal funding.** Ensure that the procurement and delivery approach are implemented in such a way that does not impede potential access to federal grants and loans.

2.4. PROJECT SCHEDULE

In accordance with the Technical Proposal Instructions in Schedule 1, Package C, Proposers are required to propose their Preliminary Services Schedule on Proposal Form 13 (*Schedule for Preliminary Services*). RIPTA anticipates that the Preliminary Services shall be completed within a maximum of eighteen (18) months from the execution of the Preliminary Services Agreement.

2.5. GENERAL SCOPE OF SERVICES

The Draft Preliminary Services Agreement and Project Agreement Term Sheet set forth in Schedules 2 and 3, respectively, of this RFP describe the comprehensive rights and obligations of RIPTA and the Project Company in connection with each of the two phases of the Project. The sections that follow provide general information regarding the anticipated scope of services for each phase.

The services to be performed by the Project Company will be delivered in two phases:

Phase 1 – Preliminary Services Phase, governed by the Preliminary Services Agreement; and

Phase 2 – Project Services Phase, governed by the Project Agreement.

The Project Services will only be delivered by the Project Company if the Project Company and RIPTA can agree upon final terms and conditions, and execute a Project Agreement, at the completion of the Preliminary Services.

2.5.1. Phase 1 – Preliminary Services

The Preliminary Services (phase 1) are more fully described in Appendix 1 of the Draft Preliminary Services Agreement. During the Preliminary Services period, the Project Company will be required to provide all architectural, engineering, geotechnical, landscape planning, project management, cost estimating, financial structuring, public outreach, market studies and other professional services necessary to perform the Preliminary Services required by the Preliminary Services Agreement. The Preliminary Services shall be provided on a progressive basis, pursuant to each specific Task set forth in the Preliminary Services Agreement.

In general, work will be progressed in accordance with the following sequence:

Task 1 - Project Kick-Off & Visioning

Task 2 – Initial Due Diligence & Conceptual Options Package

Task 3 – Basis of Design Package Submittal

Task 4 – 30% Package Submittal

Task 5 – 60% Package Submittal

Task 6 – Definitive Project Submittal

In summary, the Preliminary Services for each task include, but are not limited to, the following:

- (i) Provide a preliminary evaluation of the Project based on RIPTA's objectives and standards. The preliminary evaluation will identify key project risks, as well as assess and recommend any reasonable alternatives to be considered in order to ensure the most effective and efficient Project development, with consideration for construction, life-cycle costs and operation, commercial revenue off-sets and payment structures;
- (ii) Provide general project management services with regard to project development and coordination with RIPTA;
- (iii) Develop the Project execution plan, including Project schedule;
- (iv) Perform a review of all existing documentation;
- (v) Complete a comprehensive review of the Project Site and contiguous areas that may be affected by the Project;
- (vi) Perform comprehensive geotechnical investigations and produce a geotechnical analysis report;

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- (vii) Undertake market studies to assist in optimizing the size and scale of the TOD, including coordination with third parties on the scoping and scaling of affordable housing units;
- (viii) Produce three development options for the Project and, once an option is selected with input from RIPTA, progressively develop and submit design reports and cost estimates for both the Infrastructure Facility and TOD;
- (ix) Perform other engineering studies (such as subsurface investigations, traffic studies, utility mapping, etc.) to support design and cost estimating;
- (x) Identify Project permitting requirements and preparation of all necessary permit applications, and facilitation of regulatory agency approval of all permits that are the Project Company's responsibility (RIPTA will sign permit applications and attend permitting coordination and review meetings with regulatory agencies as necessary);
- (xi) Progressively develop the engineering design (including preparing and submitting intermediate design review packages) to an approximate 60% level;
- (xii) Develop and implement a public outreach and communications plan to ensure public input into the Project design in accordance with the *"Dorrance Street Transit Center Joint Development Public-Private-Partnership Public Involvement and Communications Plan Requirements"* included in the PSA technical requirements;
- (xiii) Undertake a funding and financing options assessment for RIPTA to help identify the optimal financing structure for the Project and support RIPTA with federal grant and loan applications (as requested);
- (xiv) Progressively develop a commercial feasibility study and pro forma for housing and mixed-use commercial and retail opportunities;
- (xv) Develop a major maintenance repair and replacement plan for the Infrastructure Facility;
- (xvi) Progressively develop cost estimates, including final fixed price pricing for the Infrastructure Facility as part of the Definitive Project Submittal;
- (xvii) Progressively prepare a financial model and provide detailed, updated cost estimates as the design is advanced;
- (xviii) Prepare a financing plan with committed financing;
- (xix) Submit a Definitive Project Submittal to perform the Design-Build Work and the Operation Services over the Term;
- (xx) Take all steps necessary to assist RIPTA with Site acquisition; and
- (xxi) Assist RIPTA with its project funding and financing efforts (such as federal grants and loans, Private Activity Bonds allocation requests, affordable housing tax credits, etc.), including the provision of information about engineering, environmental and economic matters and the organization and resources of RIPTA, as required to obtain funding and financing and to satisfy the associated administrative requirements.

Following the incorporation of RIPTA comments of the 60% Submission described in the Preliminary Services Agreement, the Project Company will be required to submit to RIPTA a Definitive Project Submittal, as further described in the Preliminary Services Agreement, which will include, among other things:

- (i) a proposed fixed price for the Design-Build Work for the Infrastructure Facility;
- (ii) performance guarantees;
- (iii) a guaranteed design-build schedule;
- (iv) a plan of finance with the terms of committed private financing for the Infrastructure Facility, as well as a guaranteed financing plan for the TOD;
- (v) the proposed annual compensation schedule for the Infrastructure Facility set forth as the annual Service Fee for each year of the Service Period and further broken down into:
 - a. the proposed Capital Charge Component of the Service Fee for each year; and
 - b. the proposed Operations Charge Component of the Service Fee for each year; and
- (vi) an audited financial model with accompanying financial model.

The Definitive Project Submittal will be based upon the Minimum Design and Construction Requirements; the terms and conditions of the Draft Project Agreement, as negotiated; the design documents developed by the Project Company pursuant to the Preliminary Services Agreement; the major maintenance and repair plan; the funding and financing plan developed on a collaborative basis with RIPTA pursuant to the Preliminary Services Agreement; the Preliminary Services Fee, the Design-Build Subcontractor Fee, the Operations Subcontractor Fee, and the Return-on-Equity, as proposed on Proposal Form P-1, Proposal Form P-2, Proposal Form P-3, and Proposal Form P-4, respectively; and the reports, market studies and investigations undertaken by the Project Company pursuant to the Preliminary Services Agreement. The Definitive Project Submittal shall include a detailed and comprehensive open-book description and substantiation of all pricing components for the Infrastructure Facility. Proposers should carefully review the Draft Preliminary Services Agreement set forth in Schedule 2.

In the event the Project Company and RIPTA reach agreement on the Definitive Project Submittal, they shall execute the Project Agreement, and the Project Company shall proceed to close on its financing and commence the Design-Build-Finance Services and Operation Services pursuant to the terms of the Project Agreement.

2.5.2. Phase 2 – Project Services

The Project Services (phase 2) will be performed pursuant to the Project Agreement, which will be prepared by RIPTA (based on the material terms incorporated in the Term Sheet attached as Schedule 3 to this RFP), and fully negotiated by RIPTA and the Project Company, prior to the Project Company's delivery of the Definitive Project Submittal. All of the Preliminary Services shall be completed prior to execution of the Project Agreement. Proposers should carefully review the Project Agreement Term Sheet set forth in Schedule 3.

RIPTA anticipates entering into a Project Agreement with a Project Company that would be responsible for (a) the Transit Center and the Common Infrastructure, with a likely term of 30 years, with an associated

performance-based Service fee (availability payment); and (b) the TOD, with a term of up to 75 years, with associated rights to receive rental income.³

In summary, the Project Services include, but are not limited to, the following:

2.5.2.1. Design-Build

The Project Company will be responsible for finalizing all designs, securing all remaining permits and constructing the Project in accordance with all applicable laws and the Design and Construction Requirements set forth in the Project Agreement. The Design-Build Scope requires the Project Company to undertake all remaining design and construction responsibilities required to successfully deliver the Transit Center and TOD to successful completion by the substantial completion date set out in the Project Agreement, including, but not limited to, the following:

- a) Overall project management activities;
- b) Obtaining necessary permits, approvals and authorizations;
- c) Site preparations to accommodate the Project;
- d) Finalizing engineering studies and Project design work;
- e) Community outreach and coordination of design and construction matters;
- f) All construction activities necessary to deliver the Project in accordance with the Design and Construction Requirements to Operational Readiness;
- g) The connection of utilities and other site services;
- h) Testing and commissioning of the Infrastructure Facility (including the training and orientation of RIPTA personnel about the new Transit Center); and
- i) Substantial completion and final completion of the Project.

2.5.2.2. Private Financing

With the exception of milestone payments, or as otherwise agreed between RIPTA and the Project Company during the Preliminary Services period, the Project Company will be solely responsible for arranging for, obtaining and repaying all financing necessary for the Project at its own cost and risk, without liability or recourse to RIPTA. All debt or other obligations issued or incurred by the Project Company in connection with the Project Agreement will be issued or incurred only in the name of the Project Company. RIPTA will have no liability or obligation to pay debt service on any such debt or other obligations, or to join in, execute or guarantee any note of other evidence of indebtedness of the Project Company.

2.5.2.3. Operations and Maintenance

The Project Company shall be responsible for Infrastructure Facilities Maintenance (maintenance, repair and life-cycle maintenance of the Infrastructure Facility) at prescribed service levels, as well as Property Management of the TOD, in each case under the terms and conditions set forth in the Project Agreement and in compliance with all with applicable laws. RIPTA shall retain responsibility for the operation of the Infrastructure Facility, as well as for its cleaning and grounds management (snow removal, trash removal,

³ RIPTA reserves the right to consider an extension of this TOD term if there are tangible benefits in terms of the percentage of affordable housing units, public benefits and/or other financial benefits.

etc.). The Operations Scope requires the Project Company to undertake all responsibilities required to successfully operate and maintain the Project at prescribed levels during the Services Period, including, but not limited to, the following:

- a) Overall facilities management of the Project facilities, including, among other, budgeting, human resources, ongoing training and capacity building, health and safety programs, etc.;
- b) Infrastructure Facilities Maintenance to ensure the Infrastructure Facility is maintained at prescribed levels, in compliance with the technical requirements forth in the Project Agreement, including monitoring, incident logging, standard operating procedures, etc.;
- c) Property Management of Transit-Oriented Development facilities, in compliance with the terms set forth in the Project Agreement;
- d) Routine and preventative maintenance of the Infrastructure Facility to ensure that the facilities and equipment continue to operate efficiently and in compliance with specified Operating and Maintenance Standards over the Services Period, including, but not limited to, maintaining asset inventories, designing and implementing proactive and preventative maintenance programs, utilizing maintenance software such as 'CMMS', etc.;
- e) Life-cycle asset maintenance of the Infrastructure Facility at prescribed physical and performance standards during the Term, including the obligation to transfer the Transit Center to RIPTA at the end of the Term in accordance with the Handback Requirements set forth in the Project Agreement; and
- f) Communications and reporting, including the obligation of the Project Company and RIPTA to work together and coordinate on all aspects of public communication and consultation, as set out in the Project Agreement.

2.5.3. Off-Ramp Rights

RIPTA shall reserve the right to terminate the Preliminary Services Agreement at any time prior to the completion of the Preliminary Services. Upon exercise of its off-ramp rights, pursuant to the terms and conditions of the Preliminary Services Agreement, all finished or unfinished documents and other Deliverable Material shall become the property of RIPTA, and the Project Company shall be paid a Breakage Fee to cover otherwise uncompensated Preliminary Services performed in accordance with the requirements of the Preliminary Services Agreement through the effective date of termination, in accordance with such Preliminary Services Agreement.

2.6. COMPENSATION

2.6.1 Compensation to the Project Company for Preliminary Services

The Project Company shall incur and pay for the cost of all Preliminary Services and shall be compensated for such services only to the extent and in accordance with this section 2.6.1.(Compensation to the Project Company for Preliminary Services) and Appendix 2 (Compensation) of the Preliminary Services Agreement.

To retain some level of risk transfer, as well as to incentivize performance through the use of at-risk capital, the Project Company will be partially compensated for Preliminary Services on a current basis, with 85% of eligible costs compensated upon completion of individual Tasks.

For those amounts withheld by RIPTA during the Preliminary Services period, the Project Company shall be compensated through either:

1. Payment by RIPTA of a Breakage Fee in accordance with Appendix 2 (*Compensation*) of the Preliminary Services Agreement in the event such Preliminary Services Agreement is terminated or RIPTA exercises its option to off-ramp; or
2. If the parties execute the Project Agreement, the previously withheld amounts of the Preliminary Services Fee shall be compensated either through a milestone payment paid by RIPTA at commercial close of the Project Agreement or included in the Project Company's financing and paid to the Project Company by RIPTA as part of the Capital Charge Component of the Service Fee (availability payment).

Any Additional Services shall be incurred and compensated as mutually agreed by the parties.

2.6.1 Compensation to the Project Company under the Project Agreement

Infrastructure Facility. The compensation structure for the contract services provided under the Project Agreement with respect to the Infrastructure Facility is anticipated to take the form of a Service Fee determined principally on the basis of the following:

1. **Capital Charge** component, reflecting the amortization of any withheld Preliminary Services Fee, a fixed lump sum design-build price; and any private financing of the foregoing;
2. **Operating Charge** component, reflecting the Project Company's management, operations, maintenances, and repair and replacement costs.

The amount of the Service Fee will be subject to deductions in the event that the Project Company fails to meet any performance standards or requirements established in the Project Agreement.

Transit Oriented Development. As compensation for the TOD component of the project, the Project Company will retain the right to receive rental and commercial income over a likely contractual term of 75 years (TOD term), with some of said rental and commercial income expected to off-set the cost of the Infrastructure Facility. The Project Company shall be required to make payments to RIPTA (or as an offset to the Service Fee) for the use of the Project Site and Common Infrastructure.

2.7. OWNERSHIP AND TITLE

Ownership of the Infrastructure Facility shall be retained by RIPTA. In no event shall the Project Company have any ownership interest in the Infrastructure Facility or the Project Site. The Project Company shall hold title to the TOD facility, on the basis of a ground lease arrangement with RIPTA.

2.8. SUBCONTRACTING OF LOCAL & DISADVANTAGED BUSINESS ENTITIES

It is the policy of RIPTA to ensure non-discrimination in the procurement of goods and services. It is RIPTA's intention to create a level playing field on which all contractors and subcontractors (if any) can compete fairly for contracts. RIPTA promotes equity of opportunity in contracting; and to that end, encourages the full participation of federal-, state- or locally-certified disadvantaged business enterprises (DBE), women, minority, LGBT and disabled veteran-owned businesses. The selected Proposer is expected to make a good faith effort to utilize such subcontractors under the Project Agreement, even if the Proposer has the capability to complete the Project Agreement work with its own workforce. This is also applicable to Proposers that are "Equal Business Opportunity" firms. 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. RIPTA expects that Disadvantaged Business Entities (DBE) are given maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds, pursuant to 49 CFR Part 26. The PSA will not be financed in whole or in part with Federal funds, but the Project Agreement may be. Consequently, the DBE requirements of 49 CFR Part 26, as amended, apply to the Project Agreement, and RIPTA and the selected Proposer shall take all necessary and reasonable steps to ensure that DBE's have the maximum opportunity to compete for work under the Project Agreement. RIPTA expects DBE utilization and participation on the Project Agreement (but not the PSA), regardless of whether a specific DBE contract goal is set at the preliminary services stage or thereafter. Proposers shall 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 the Project Agreement. All submitted DBEs must be certified by the State of Rhode Island at the time of Project Agreement execution. The DBE Directory can be found here: <https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office/us-dot-disadvantaged-business>.

2.9. PREVAILING WAGE

The Project Company and subcontractors, including listed, replacement and sub-tier subcontractors, performing construction work on this Project shall be subject to Applicable Law requirements, including, without limitation, the DBA (as defined below).

The Project Company and subcontractors, including listed, replacement and sub-tier subcontractors, performing work on the Project shall be required to pay all workers employed on the Project not less than the specified general prevailing wage rates for the work classification in which they are performing. The Project Company is responsible for ascertaining and complying with all applicable general prevailing wage rates for trades workers and any rate changes that may occur during the Term. Prevailing wage rates and rate changes are to be posted at the job site for workers to view. Prevailing wage determinations for journeymen can be obtained at: https://sam.gov/search/?index=wd&page=1&pageSize=25&sort=-modifiedDate&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5Bwdol_id%5D%5B0%5D%5Bkey%5D=Rhode%20Island&sfm%

Proposers should also be aware that the Davis-Bacon Act ("DBA"), 40 U.S.C. Chapter 31, Subchapter IV, provides well-established standards for the payment of prevailing wages and fringe benefits for laborers and mechanics who work in construction, alteration and repair (including painting and decorating). Under the DBA, covered workers must be paid no less than the wages and fringe benefits that prevail for their classification (or occupation) in their locality.

These DBA requirements generally apply to projects financed using federal dollars, including projects financed using federal grants, loan guarantees, and loans, such as TIFIA.

2.10. EQUAL OPPORTUNITY EMPLOYER

- (a) RIPTA is an equal opportunity employer and shall require the Project Company to have and adhere to a policy of equal opportunity and to comply with all applicable federal, State, and local laws and regulations, and to not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or

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reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship); or against any other person on the basis of sex which includes pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding); race, religion, color, national origin (including language-use restrictions); ancestry, religious creed (including religious dress and grooming practices); political affiliation, disability (mental and physical, including HIV or AIDS); medical condition (cancer and genetic characteristics) and genetic information; marital status, parental status, gender, age (40 and over); pregnancy, military, and veteran status; sexual orientation, gender identity and gender expression; the exercise of family and medical care leave; the exercise of pregnancy disability leave; or the request, exercise, or need for reasonable accommodation.

- (b) The Project Company's policy must conform with applicable State and federal guidelines, including, without limitation, the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations"; Title VI of the Civil Rights Act of 1964, as amended; the American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the Rhode Island Rules and Regulations Relating to Equal Employment Opportunity (220-RICR-80-05-03); and the Rhode Island General Laws related to Equal Opportunity and Affirmative Action (including, without limitation, RIGL §28-5).

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3. RFP PROCESS

3.1. RFP SCHEDULE

The following table summarizes the anticipated RFP schedule for the Project:

Activity	Date
Launch RFP Process	January 17, 2023
Pre-Bid Meeting	February 13, 2023 @ 10 a.m.
Deadline for Submission of Proposed Agenda for Individual Commercially Confidential Meetings	February 16, 2023 @ 1:00 p.m. Eastern
Individual Commercially Confidential Meetings	February 22-28, 2023
Final Day to Submit any Questions or Comments	March 21, 2023 @ 1:00 p.m. Eastern
Issue Final RFP Addendum	March 31, 2023
Proposal Submittal Deadline	April 17, 2023 @ 1:00 p.m. Eastern
Proposer Presentation and Interviews	April 27-28, 2023
Announcement of Successful Proposer	May, 2023
Execution of Preliminary Services Agreement	May 2023

RIPTA reserves the right to modify or amend this timeline as it deems, in its sole discretion, convenient or necessary.

3.2. COMMUNICATIONS PROTOCOLS

3.2.1. Communications

Except as otherwise stipulated in this RFP, all communications regarding the Project, including the distribution of all solicitation materials and requests for clarification and amendment, shall be made through and posted on the [State of Rhode Island Purchasing portal](#). Proposers must register to receive emailed announcements and to download/upload procurement-related documentation. Proposers are solely responsible for reviewing the information made available on, and distributed through, the State of Rhode Island Purchasing portal regarding this procurement.

3.2.2. RIPTA Representative

Proposers are prohibited from contact related to this procurement with any RIPTA employee or official or any member of the Consultant Support Team (other than the designated RIPTA Representative) from the date this RFP is issued until the Preliminary Services Agreement has been duly executed. Violation of this provision may be grounds for immediate disqualification. All inquiries concerning this procurement (including RIPTA departments responsible for any Governmental Approval required in connection with the Project) must be addressed to the following designated **“RIPTA Representative”** for this procurement:

John Chadwick, Executive Director of Procurement and Inventory
 Email: TransitCenterP3@ripta.com

Only written requests to the above addressee will be considered. No requests for additional information or clarification to any other RIPTA office, consultant, or employee will be considered. If RIPTA determines

that a change or clarification to the RFP is needed, all responses will be in writing and will be made available as an Addendum to all Proposers.

3.2.3. Rules of Conduct

3.2.3.1. No Improper Influence

Proposers are expected to conduct themselves with professional integrity, and shall refrain from all activities aimed at influencing decisions related to the Project, the RFP or the RFP Process. Any substantiated allegation that a Proposer or any employee, member, agent, consultant, advisor, representative, promoter, or advocate of the Proposer or any of its team members has engaged in prohibited communications or attempted to unduly influence the selection process may be cause for RIPTA to disqualify the Proposer, or to disqualify the Proposer, its team members and/or any employee, member, agent, consultant, advisor, representative, promoter or advocate of such Proposer or team member, from participating with the Proposer, in each case, in the absolute discretion of RIPTA.

3.2.3.2. Rules of Contact

Beginning with the issuance of this RFP and through the later of either the (i) execution of the Preliminary Services Agreement, or (ii) notification by RIPTA of the formal termination of this procurement, the following rules of contact will apply. Contact includes, without limitation, mail, face-to-face communication, telephone calls, text messaging, facsimile, email or other written communications. The RIPTA Representative for this RFP is identified in Section 3.1.2. of this RFP.

The rules of contact are designed to promote a fair, unbiased, and legally defensible procurement process. RIPTA is the single source of information regarding the Project procurement.

- (i) Communication with other Proposers. No Proposer, nor any of its members, may communicate with another Proposer or members of another Proper Team with regard to this procurement or the Project, except that a Proposer may communicate with a subcontractor that is on both its team and another Proposer Team provided that such subcontractor is not a Major Participant, so long as those Proposers establish a protocol (satisfactory to RIPTA) prior to such communication to ensure that the subcontractor will not act as a conduit of information between the Proposers. This prohibition does not apply to public discussions regarding the RFP at RIPTA-sponsored informational meetings (if any) that are attended by more than one Proposer.
- (ii) Proposer Representatives. Contact between the Proposers and RIPTA (questions and responses to questions) will only be through the RIPTA Representative and the Proposer's designated representatives.
- (iii) Ex-Parte Communications. No Proposer, or representative of a Proposer, through their employees, agents, consultants, advisors or other representatives, shall have any *ex parte* communications regarding the RFP or the Project with RIPTA or any RIPTA officials, employees, staff, advisors, contractors or consultants involved with the RFP or the Project, except for communications expressly permitted by the RFP or approved in advance by the RIPTA Representative, in such person's absolute discretion. The foregoing restriction does not prohibit or restrict communications regarding matters unrelated to the RFP or the Project, or

participation in RIPTA public meetings or any public or Proposer workshop related to the RFP or Project.

- (iv) RIPTA Representative. Unless specifically authorized elsewhere in this RFP, the RIPTA Representative shall be RIPTA's sole point of contact for Proposers throughout the RFP Process.
- (v) Stakeholders. Without limiting the foregoing, communication by or on behalf of any Proposer with any entity listed below (the "Stakeholders"), including any of the Stakeholder's employees, officials, agents, consultants, advisors or other representatives, regarding the RFP or the Project is prohibited, except for communication expressly permitted by the RFP or approved in advance by the RIPTA Representative, in RIPTA's absolute discretion:
 - (a) employees, officials and representatives of State agencies;
 - (b) employees, officials and representatives of RIPTA of Providence;
 - (c) employees, officials and representatives of RIHousing;
 - (d) environmental, regulatory and permitting agencies; and
 - (e) Project Site property owners.

It is the intent of RIPTA that it will provide any necessary coordination during the RFP Process with Stakeholders so that, among other things, the RFP Process may be implemented in a fair, competitive and transparent manner and with uniform information. Information requests concerning Stakeholders should be sent to the RIPTA Representative, who, in RIPTA's discretion, may arrange for general or separate meetings between one or more Stakeholders and the Proposers, or facilitate delivery of responses to such questions by a Stakeholder.

- (vi) Any communications in breach of the foregoing clauses (i) – (v) may result in disqualification from the RFP Process, in the absolute discretion of RIPTA.
- (vii) RIPTA will not be responsible for any oral exchange or any other information or exchange that occurs outside of the official process specified in this Section 3.2.3.

3.3. CLARIFICATION AND AMENDMENT OF RFP

3.3.1. Examination and Clarification of the RFP

Each Proposer shall be solely responsible for:

- (a) examining, with appropriate care and diligence, the RFP and supplementary information (including the RFP, draft Preliminary Services Agreement, Project Agreement Term Sheet and all Addenda); and
- (b) requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained in the RFP, or of any provision that the Proposer fails to understand.

Failure of a Proposer to make such review and to request such clarification shall be at its sole risk, and no relief for error or omission will be provided by RIPTA.

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3.3.2. Requests for Clarification and Amendment

Proposers may submit questions, comments or requests for clarifications relating to this RFP. Notwithstanding any deadline set forth in the Procurement Schedule, Proposers are encouraged to submit their questions as and when they are ready for submittal (prior to the deadline).

RIPTA requires that all questions, requests for information and clarifications relating to this RFP from interested parties and Proposers, and any of their representatives be made in writing via email directly to the RIPTA Representative. Written questions must include the requestor's name, email address, and the Proposer represented. Only RIPTA's written responses to questions that are issued in Addenda to the RFP can be relied upon by the Proposers. RIPTA will not respond to any oral inquiries or requests regarding this RFP. No oral information provided by RIPTA staff or members of the Consultant Support Team will be binding on RIPTA or members of the Consultant Support Team, nor will it change, modify, amend or waive the requirements of this RFP in any way.

In general, inquiries and response will be distributed to all Proposers; provided, however, an inquiry and response may be distributed only to the Proposer who submitted the question if, in the judgment of RIPTA, it does not require a change or clarification to the RFP, it contains information that is proprietary to the Proposer, and it is fair or appropriate to do so.

RIPTA has the right not to respond to any inquiry or request. In addition, RIPTA reserves the right, in its sole discretion, to consider and respond to any questions submitted after the final comment and question deadline set forth in Section 3.1 of this RFP.

3.4. PROPOSAL PREPARATION PERIOD

3.4.1. Pre-Bid RFP Meeting

RIPTA will offer a pre-bid RFP meeting for interested parties and potential Proposers. The meeting will take place at RIPTA's Transportation Conference Room located at 269 Melrose Street, Providence, RI. A link will also be provided for those preferring to attend virtually. The intent of the pre-bid meeting is to provide a brief overview of the Project and RFP to Proposers prior to the submission of Proposals. The material set forth in this RFP is intended to take precedence, in its entirety, over any discussions or materials issued pursuant to the pre-bid meeting. Proposer participation in the pre-bid meeting is not required but is recommended. Additional details regarding Pre-Bid RFP meeting logistics will be posted as an addendum to the RFP on the State purchasing site (<https://ridop.ri.gov/vendor-resources/all-solicitations>) approximately two weeks prior to the date of such meeting.

3.4.2. Project Site Visits

Access to the Project Site vicinity is not currently restricted, however, Proposers should be aware that the Project Site is currently owned by a third party and is therefore located on private property. Proposers shall not hold RIPTA liable for any damage caused by or to the Proposer or its representatives during any Project Site visit.

3.4.3. Proposer Due Diligence and Investigation

Proposers must satisfy themselves, through personal investigation and any other lawful means they deem necessary, as to the conditions affecting the contract services and the cost thereof. Proposers are solely

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responsible for conducting their own independent research and due diligence for the preparation of Proposals. In order to provide Proposers with sufficient opportunities to conduct due diligence for the Project and prepare their Proposals, RIPTA also invites Proposers to review any background documents, including, but not limited to, those included in the Virtual Data Room, and to schedule and attend one individual commercially confidential meeting.

The Successful Proposer is solely responsible for conducting its own independent research and due diligence, for negotiation of the Preliminary Services Agreement and the Project Agreement, and for the subsequent delivery of the contract services. Information derived from any part of this RFP, or from RIPTA or its advisors, does not relieve the Project Company from any risk associated with providing the contract services and meeting the requirements of this RFP. RIPTA and its advisors are not responsible for the completeness or accuracy of any information presented in this RFP, or otherwise distributed or made available during the RFP Process unless such materials are explicitly identified as materials the Proposer may rely on.

3.4.4. Virtual Data Room

Additional documents relating to this RFP and the Project will be accessible in the Virtual Data Room (<https://www.dropbox.com/sh/foia4xdrt5ix2sz/AABXUygc6189buyVmldGFPjha?dl=0>). Unless noted otherwise in this RFP, such documents are provided for reference and background information only and RIPTA makes no representation that the documents made available in the Virtual Data Room are accurate, complete, pertinent, or of any other value to Proposers. Notwithstanding the foregoing it is RIPTA's expectations that the Project Agreement will require the Project Company's final design documents to comply with and incorporate the Minimum Design and Construction Requirements in their entirety. RIPTA shall not be responsible for any interpretations thereof or conclusions drawn therefrom.

It is the Proposer's responsibility to check the Virtual Data Room frequently and access any additional documents that may be uploaded by RIPTA from time to time during the proposal preparation period. Each Proposer is solely responsible for reviewing all documents made available prior to submitting its Proposal. RIPTA assumes no responsibility or liability whatsoever for assuring the distribution of any documents to Proposers.

3.4.5. Professional Advice

Proposers are responsible for obtaining professional advice from their own advisors and experts. This includes legal advice, together with any other professional advice a Proposer determines to be appropriate or necessary.

3.4.6. Individual Commercially Confidential Meetings

3.4.6.1. Purpose

RIPTA shall invite Proposers to schedule one individual meeting with RIPTA and members of its Consultant Support Team ("*Individual Commercially Confidential Meetings*"), with the anticipated dates for such meetings set forth in Section 3.1 of this RFP. Each Individual Commercially Confidential Meeting will be proprietary and confidential, in that only one Proposer team will meet with RIPTA at a time. The purposes of the Individual Commercially Confidential Meetings include: (i) providing Proposers with the opportunity

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to discuss the RFP, the Draft Preliminary Services Agreement and the Project Agreement Term Sheet with RIPTA, particularly to the extent that clarifications and comments require discussion, (ii) providing an opportunity for Proposers to discuss any questions relating to the RFP Process, the progressive P3 structure, and/or required services, and (iii) other purposes established by RIPTA.

Proposers must raise any good faith concerns they have about delivering the Project under the terms set out in the RFP, Preliminary Services Agreement and/or Draft Project Agreement Term Sheet during their Individual Commercially Confidential Meetings.

3.4.6.2. Meeting Materials

Each Proposer will provide the RIPTA Representative, via email, with a proposed meeting agenda, a list of attendees, a list of prioritized issues it would like to discuss during the Individual Commercially Confidential Meeting, and any materials relevant to such issues, at least five business days before the scheduled meeting. To the extent that such list of prioritized issues involves comments to the Draft Preliminary Services Agreement and/or the Project Agreement Term Sheet, Proposers will submit such comments in accordance with Section 3.4.7. of this RFP. RIPTA will use such materials to develop the agenda with discussion timeframes and distribute such agenda approximately three days prior to each meeting with the respective Proposer.

3.4.6.3. Attendees

At each Individual Commercially Confidential Meeting, a Proposer is expected to include such Key Personnel as the Proposer considers reasonably necessary for effective communication with RIPTA and to fulfill the objectives of the Individual Commercially Confidential Meeting. RIPTA may, in its discretion, limit the number of participants at a meeting. All participation in Individual Commercially Confidential Meetings is expected to be virtual.

3.4.6.4. RIPTA Responses are Non-Binding

To facilitate free and open discussion at the Individual Commercially Confidential Meetings, Proposers should note that any comments provided by or on behalf of RIPTA during any Individual Commercially Confidential Meeting, including in respect of any particular matter raised by a Proposer, or which is included in any documents or information provided by a Proposer prior to or during the Individual Commercially Confidential Meeting, and any positive or negative views, encouragement or endorsements perceived by a Proposer to have been expressed by or on behalf of RIPTA during the Individual Commercially Confidential Meetings to anything said or provided by Proposers, will not in any way bind RIPTA and will not be deemed or considered to be an indication of a preference by RIPTA, even if adopted by the Proposer. Proposers may not rely upon anything said or indicated at an Individual Commercially Confidential Meeting, except as set forth in an Addendum to the RFP, and RIPTA will not discuss any Proposals with a Proposer other than the Proposer's own Proposal.

3.4.7. RFP and Draft Agreement Changes During the Proposal Preparation Period

3.4.7.1. Comments to RFP, Draft Preliminary Services Agreement or Project Agreement Term Sheet

Each Proposer must identify issues or specific provisions of this RFP, Draft Preliminary Services Agreement, including all Transaction Forms and Appendices, or Project Agreement Term Sheet that the Proposer

requests to have clarified or amended. RIPTA invites Proposers to discuss possible clarifications or amendments to the RFP, Draft Preliminary Services Agreement or Project Agreement Term Sheet during the Individual Commercially Confidential Meetings, as follows:

- (a) Proposers may raise for discussion aspects of this RFP, Draft Preliminary Services Agreement or Project Agreement Term Sheet regarding commercial, legal, design, build, and operations and maintenance matters.
- (b) Proposers must provide RIPTA with requested changes to the RFP Draft Preliminary Services Agreement or Project Agreement Term Sheet [in advance of the Proposer's Individual Commercially Confidential Meeting] and indicate which requested changes or comments to the RFP Draft Preliminary Services Agreement or the Draft Project Agreement Term Sheet the Proposer would like to prioritize during discussion at the Individual Commercially Confidential Meeting.
- (c) Proposers must clarify how the requested change to the RFP, Draft Preliminary Services Agreement or Project Agreement Term Sheet would lead to better "value for money" for RIPTA.
- (d) RIPTA also reserves the right to require a Proposer, subject to prior written notice, to be prepared to discuss any issue at an Individual Commercially Confidential Meeting, which issue the Proposer has not previously requested be the subject of such a discussion.

3.4.7.2. Proposed Amendments to the RFP Package

RIPTA will consider Proposers' comments and requested clarifications or amendments, and may in its discretion amend the RFP, draft Preliminary Services Agreement and/or Project Agreement Term Sheet. Pursuant to Section 3.4.8 (*Request for Proposals Addenda*) of this RFP, RIPTA will issue written Addenda if it amends the RFP, Draft Preliminary Services Agreement and/or Project Agreement Term Sheet, together with all appropriate revisions or clarifications.

Notwithstanding the Proposer's right to comment in its Proposal on the final draft Preliminary Services Agreement and Project Agreement Term Sheet, Proposers are required to base their Proposals on the terms and conditions of the final Draft Preliminary Services Agreement and final Project Agreement Term Sheet. Accordingly, while RIPTA may, after the selection of the Successful Proposer, negotiate any nonmaterial proposed changes to the terms and conditions of the final Draft Preliminary Services Agreement and Project Agreement Term Sheet, in no event will the acceptance or rejection by RIPTA of any suggested change result in an increase in the pricing offered by the Proposer in the Proposal. Price changes will be limited to those appropriate to any negotiated work scope changes.

If RIPTA determines, based on comments to the RFP, draft Preliminary Services Agreement or Project Agreement Term Sheet or otherwise, that the RFP contains an error, ambiguity or mistake, RIPTA reserves the right to modify the RFP to correct the error, ambiguity or mistake at any time prior to Proposal submission.

3.4.8. Request for Proposals Addenda

This RFP is subject to revision after the date of advertisement via written Addenda. Any such Addenda will be made available to Proposers via email, posted on the State of Rhode Island Purchasing portal (<https://ridop.ri.gov/vendor-resources/all-solicitations>), and through the State's Virtual Data Room

described in Section 3.4.4 (*Virtual Data Room*) of this RFP. These Addenda will be issued by, or on behalf of, RIPTA and will constitute a part of this RFP. Notwithstanding RIPTA's intent to email Addenda, it is the Proposer's responsibility to check the State of Rhode Island Purchasing portal frequently and access such Addenda. Each Proposer is solely responsible for obtaining all Addenda prior to submitting its Proposal. RIPTA assumes no responsibility or liability whatsoever for the distribution of Addenda to Proposers.

Each Proposer is required to acknowledge in its Proposal transmittal letter the receipt of all Addenda issued as of the Proposal Submittal Date. All responses to this RFP will be prepared with full consideration of the Addenda issued prior to such response.

3.5. IMPROPER CONDUCT

3.5.1 Non-Collusion

Each Proposer shall submit, together with its Proposal Letter in the form of Proposal Form 1, a Non-Collusion Declaration in the form attached as Proposal Form 9. Neither the Proposer, nor any of its members, may undertake any of the prohibited activities identified in the Non-Collusion Declaration.

3.5.2 Definition of Conflicts of Interest

For purposes of this RFP, "**Conflict of Interest**" means the following:

- (a) Any situation or circumstance where a Proposer or any of its Major Participants, subcontractors or advisors has a conflict of interest or a potential conflict of interest under Applicable Law, including, without limitation, Rhode Island General Laws §36-14-6;
- (b) Any situation or circumstance where a Proposer or any of its Major Participants or subcontractors:
 - (i) has other commitments, relationships, financial interests or involvement in ongoing litigation that:
 - 1) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of RIPTA's independent judgment; or
 - 2) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its obligations deriving from this procurement;
 - (ii) is or has been under contract with RIPTA to prepare procurement documents for the Project; or
 - (iii) has knowledge of or access to confidential information (other than confidential information disclosed by RIPTA in the normal course of the procurement process of strategic or material relevance to the RFP or to the Project that is not available to other Proposers and that could or could be seen to give the Proposer an unfair competitive advantage; and
- (c) An "organizational conflict of interest" which is defined as follows:

"Organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the

contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

3.5.3 Prohibition on Conflicts of Interest

Each Proposer is prohibited from:

- (a) directly or indirectly receiving any advice relating to the Project or the RFP from any Person with a Conflict of Interest; or
- (b) including as a Major Participant, or contractor, subcontractor or consultant to the Proposer or any Major Participant,

any Person with a Conflict of Interest, including the following entities that have been retained by RIPTA to advise and provide support to RIPTA on this Project:

- (i) Nixon Peabody LLP;
- (ii) Illuminati Infrastructure Advisors, LLC;
- (iii) New Harbor Group;
- (iv) AECOM; and
- (v) Pannone Lopes Devereaux & O’Gara LLC.

Collectively these entities and individuals shall constitute the “**Consultant Support Team**”. Members of the Consultant Support Team are not eligible to assist or participate as Proposer Team members with any Proposer.

Additional members may be added to the Consultant Support Team for the Project. RIPTA will identify any new members in an Addenda, if and when a member is added.

3.5.4 Existence of Conflicts of Interest

- (a) If a Proposer discovers any perceived, potential or actual Conflict of Interest, the Proposer must promptly disclose the same to RIPTA in a written statement delivered by the Proposer Representative to the RIPTA Representative, including:
 - (i) the names and contact information of the Persons to which the perceived, potential or actual Conflict of Interest relates;
 - (ii) a description of the perceived, potential or actual Conflict of Interest; and
 - (iii) a description of the steps taken or proposed to be taken to mitigate the perceived, potential or actual Conflict of Interest.
- (b) If a Conflict of Interest that the Proposer knew, or should have known about, but failed to disclose is determined to exist during the RFP Process, RIPTA may, in its discretion, disqualify such Proposer.
- (c) RIPTA may grant exceptions to the policy set forth in Section 3.5.3 (*Prohibition on Conflicts of Interest*) of this RFP upon written request from a Proposer, if it is determined that the relevant party’s involvement is in the best interest of the public and does not constitute an unfair advantage. Proposers seeking such exception are advised to submit a written request as soon

as possible because RIPTA will not extend, or be responsible for, any failure to respond to any such request prior to the Proposal Submission Deadline.

- (d) RIPTA guidelines in this RFP are intended to augment applicable federal, state and local law and rules. All applicable laws will also apply to Proposers and may preclude certain firms and their entities from participating on a Proposer Team. Proposers should disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest, and must state how their interests, or those of their chief executives, directors, key project personnel, or any proposed consultant, contractor or subcontractor may result, or could be viewed as, an organizational conflict of interest.

3.5.5. Exclusivity

Major Participants of a Proposer shall not, directly or indirectly, participate in any capacity on more than one Proposer. This prohibition includes the participation on different Proposers by a Major Participant of any Proposer through related corporate entities, such as an entity that directly or indirectly controls another entity, or two entities that are under common control. If any Major Participant fails to comply with this prohibition, all Proposers on which it is participating may be disqualified from submitting a Proposal.

3.6. CONFIDENTIALITY AND PUBLIC DISCLOSURES

Proposers should be aware that Proposals submitted in response to an RFP are subject to the Rhode Island Access to Public Records Statute, Rhode Island General Laws Title 28, Chapter 2 and other implementing regulations concerning the release of such information to third parties pursuant to the Rhode Island Access to Public Records Act (APRA). In accordance with the APRA, certain information is subject to public disclosure. Please be advised that should a Proposer deem any portion of its proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the APRA, Proposers are hereby notified that every portion may still be subject to disclosure under the APRA.

All information submitted by Proposers that they consider confidential or a proprietary trade secret and not releasable to third parties, including their employees, agents, consultants and representatives ("Confidential Information") must be clearly and conspicuously so marked. To this end, the Proposer must do the following:

- (a) Clearly mark all proprietary or trade secret information as such in its Proposal at the time each such Proposal is submitted and include a cover sheet stating "**DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION**" and identifying each section and page that has been so marked;
- (b) Include a written statement with its Proposal justifying the Proposer's determination that certain records are proprietary or trade secret information for each record so defined;
- (c) Submit with the Proposal one electronic copy, on a flash drive, of the full Proposal that has all the proprietary or trade secret information redacted from the Proposal and label such copy of the Proposal: "Proposal Public Copy"; and

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- (d) Defend any action seeking release of the records it believes to be proprietary or trade secret information and indemnify, defend, and hold harmless RIPTA and its agents and employees from any judgments awarded against RIPTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives RIPTA's cancellation or termination of this procurement or award and subsequent execution of a Project Agreement. In submitting a Proposal, the Proposer agrees that this indemnification survives as long as the confidential business information is in possession of RIPTA.

All Confidential Information, which is clearly identified as such, and submitted to RIPTA shall, to the extent as RIPTA determines permitted by law or for which a court order directs RIPTA not to disclose, shall be held in confidence and used only in the evaluation process for the RFP.

Proposers shall be solely responsible for protecting their own trade secrets or proprietary information and will be responsible for all costs associated with protecting such information from disclosure. RIPTA has no duty to defend proprietary or confidential information from any public records request.

RIPTA may disclose submissions received in response to this RFP to both members and advisors to the Selection Committee. Each person acting on behalf of the Selection Committee shall sign and provide Nondisclosure Agreements to RIPTA. The Selection Committee may incorporate key parts of the Proposals into their report to the Board.

RIPTA will not under any circumstance be responsible for securing a protective order or other relief enjoining the release of information marked as proprietary or trade secret information in any Proposal, nor will RIPTA be in any way financially responsible for any costs associated with securing any such order, nor for any loss associated with the release of information marked proprietary or trade secret information or otherwise.

3.7. OWNERSHIP OF PROPOSAL MATERIALS

All materials submitted in response to any part of this RFP will become the sole property of RIPTA, without payment or liability for payment. Notwithstanding anything to the contrary, no documents will be returned to Proposers.

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4. PROPOSAL SUBMISSION REQUIREMENTS

4.1. GENERAL SUBMISSION REQUIREMENTS

Proposers shall submit a Proposal in accordance with the instructions provided in this section of the RFP. All Proposals must be complete, with all requested information, data and attachments. To facilitate review of Proposals, Proposers are urged to be thorough but brief and, where practically possible, use tables and diagrams as opposed to text.

Proposers are advised that, as part of the finalization of the Preliminary Services Agreement portions of the selected Proposer's Proposal will be included or integrated into the agreement. RIPTA reserves the right to include (or exclude) in the Preliminary Services Agreement any information submitted in the Proposal.

Failure of the Proposer to provide all requested information in the requested format may result in a determination by RIPTA, in its sole discretion, that the Proposal is non-responsive to the requirements of this RFP.

4.1.1. Required Signatures

The Proposal Transmittal Letter must be signed by a duly authorized Proposer Representative and accompanied by evidence of signatory authorization as specified in Proposal Form 1 (*Proposal Transmittal Letter*).

4.1.2. Requirements to Submit a Responsive Proposal

- (a) Tentative or contingent commitments will not be considered in the evaluation of a Proposal, unless such commitments are clarified to the satisfaction of RIPTA at its request, or RIPTA waives any related requirement pursuant to Section 7 (*RIPTA Rights and Disclaimers*) of this RFP. For example, items modified by phrases such as "we may" or "we are considering" will not be considered in the evaluation process since they do not indicate a firm commitment, unless clarified or waived. The Proposal may not include any reservations, qualifications, conditions, assumptions or exceptions to or deviations from the requirements of the RFP, unless approved by RIPTA in writing. If the Proposal does not fully comply with the instructions and requirements contained in this RFP, including the Schedules and Forms, or if a Proposal contains a substantive change to any portion of this RFP, including to the Schedules and Forms, it may be deemed non-responsive in RIPTA's absolute discretion.
- (b) If a Proposal is deemed non-responsive, RIPTA may disqualify the Proposal from further consideration, in RIPTA's absolute discretion. Each Proposer, by submittal of its Proposal, shall be deemed to have agreed to the foregoing and to all other requirements of the RFP Process.
- (c) Each Proposal must be submitted in the format specified by RIPTA in this RFP.
- (d) Each Proposer may submit only one Proposal. Multiple or alternate Proposals may not be submitted.
- (e) In RIPTA's absolute discretion, a Proposal may be considered non-responsive and may be disqualified from the RFP Process for any of the following reasons:
 - (i) the Proposal is submitted in a format other than as specified in this RFP;

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- (ii) any part of the Proposal is missing from the Proposal package or otherwise does not meet the requirements of this Section 4.2 (*Requirements to Submit a Responsive Proposal*);
- (iii) the Proposer is, or will be, unable to meet legally required professional licensing certifications and/or contractor licensing requirements;
- (iv) RIPTA determines that the Proposal contains irregularities that make the Proposal incomplete, indefinite or ambiguous as to its meaning, including illegible text, omissions, erasures, alterations or items not required by the RFP or unauthorized additions;
- (v) a Proposal includes (x) any conditions or provisions reserving a Proposer's right to accept or reject an award if it is selected as Successful Proposer, or (y) any conditions to entering into the Project Agreement;
- (vi) any required information is not included in the Proposal; or
- (vii) any other reason that the Proposal is non-responsive to any other instructions, requirements, terms or conditions of the RFP, as determined by RIPTA.

4.2. LEADER DESIGNATION

In the event a Proposer is a consortium or joint venture, the Proposer should designate in its Proposal one of its members as the Leader ("*Lead Member*"). The Lead Member shall act as the contact point for the Proposer for purposes of notifications from RIPTA and should be authorized by all other Proposer Team Members to act on their behalf for the purposes of the procurement.

4.3. PROPOSAL SUBMISSION DATE & LOCATION**4.3.1. Proposal Due Date**

Each Proposer must submit its Proposal in hardcopy on or before 1:00 p.m. Eastern Time on the Proposal Submission Deadline set forth in Section 3.1 (*RFP Schedule*) of this RFP.

Proposals or unsolicited modification requests received after the deadlines stipulated in this RFP will be returned to the Proposer without consideration or evaluation.

In addition to the original hardcopy of the Proposal, each Proposer must also submit one hardcopy copy and a USB flash drive of its Proposal. The original hardcopy submittal should include original signatures. Proposals will not be considered complete until the original, hard copy and USB flash drive containing the Proposal are all received by RIPTA.

4.3.2. Proposal Submission Location

The original, one hardcopy and flash drive containing the electronic version the Proposal may be delivered by hand or sent to RIPTA through postal or commercial courier services to the following address:

CONTRACTS MANAGER
Rhode Island Public Transit Authority
Purchasing Department
Room 217
705 Elmwood Avenue
Providence, RI 02907

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It is the Proposer's sole responsibility to ensure delivery of its Proposal at the time and place specified herein and RIPTA will have no liability or responsibility therefor.

4.4. PROPOSAL ORGANIZATION AND MARKINGS

The Proposer shall submit one original hardcopy and one hard paper copy of its Proposal, as well as one USB flash drive of its Proposal (including an electronic copy of the confidential version described in Section 3.6 of this RFP). The following information should be included on the outside of the package containing the hard copy and USB flash drive: (a) name of Proposer, and (b) "RFP No. 23-22 - Dorrance Street Transit Center Joint Development Project".

For the hard copy, each section of the Proposal shall be organized in accordance with Schedule 1 of this RFP and entitled accordingly. For the electronic version of the Proposal, each package of the Proposal (as set forth in Schedule 1 of this RFP) shall be a separate file and the title of each file shall clearly indicate which package each file is submitted in response to. Additionally, the USB flash drive must provide a consolidated file containing the entirety (all packages) of Proposal.

In the event of any conflict, the original hardcopy version shall take precedence over the electronic version.

4.5. PROPOSAL CONTENT

The Proposal contents will include only the information requested in Schedule 1 (Proposal Submission Requirements).

4.1.1. Proposal Packages

Each of the following packages will be clearly marked:

Package A (Transmittal Letter and Executive Summary)

Package B (Statement of Qualifications & Experience)

Package C (Project Approach)

Package D (Price Proposal)

Package E (Preliminary Services Agreement and Project Agreement Term Sheet Comments)

4.1.2. Required Forms

Failure to provide all information and all completed Proposal Forms in the format specified in Schedule 1 may result in RIPTA's rejection of the Proposal, or assignment of a lower score. All blank spaces in the Proposal Forms must be filled in as noted and no changes may be made in the phraseology of this RFP or in the items mentioned therein. Any alterations, additions (other than expanding forms in order to properly include all required information or adding additional signature blocks to accommodate signatures from multiple Proposer Team members) or deletions made to the format of the Proposal Forms may render a Proposal non-responsive.

4.2. PROPOSAL FORMAT

- (a) Proposals must be prepared on 8 ½" by 11" sized white paper and bound. Double-sided printing is required for hardbound copies. 11" by 17" pages are allowed for schematics,

organizational charts and other drawings or schedules, but not for narrative text. The font size must be no smaller than 12-point font, except for tables, which may be prepared using 9-point font as long as it is still clearly legible. Graphics shall not consist of text only. Printed lines may be single-spaced. Insofar as is practical or economical, all paper stock used will be composed of recycled materials.

- (b) All pages must be numbered in sequential order.
- (c) Proposers are encouraged to reduce the repetition of identical information within several sections of the Proposal by making appropriate and specific cross-references to other sections of their Proposal.
- (d) The electronic Proposal submission shall be in searchable Adobe (.pdf) format, provided that completed Forms in a Proposal may be submitted in either searchable Adobe (.pdf) or Word format, and provided, further, that scanned signed letters and Forms may be submitted in non-searchable Adobe (.pdf) format.
- (e) The hardcopy shall be provided in a three-ring binder. Each binder of the Proposal shall be labeled to indicate its contents and shall include tabs and dividers as appropriate to facilitate RIPTA's review of its contents. Multiple three-ring binders may be submitted, as necessary.
- (f) Proposals will be in the English language and will use the English measure of units.
- (g) Any information quantified in currency must be provided in US dollars. If financial statements are converted from a foreign currency into US dollars, the conversion method(s) must be explained.
- (h) Audiovisual materials will not be accepted unless in response to a specific RIPTA request.
- (i) Confidential information shall be submitted with the Proposal in accordance with Section 3.6 (*Confidentiality and Public Disclosure*) of this RFP and may be submitted in separate PDF files or in separately sealed envelopes for each member of the Proposer. These should be combined into a single electronic folder or inserted into a single three-ring binder. Whenever a Proposal contains confidential information, a sheet should be inserted in the appropriate section with a statement directing RIPTA where to locate the information within the Proposal.

For the avoidance of doubt, submitting information as CONFIDENTIAL does not relieve Proposers of any requirement to provide information in an electronic format.

- (j) Sales brochures are not desired unless directly related to the Proposal and referenced in the text. Audiovisual materials will not be accepted unless in response to a specific RIPTA request.
- (k) Proposal submittals should be clear and concise, with contents limited only to the information requested for each section of Schedule 1 (*Proposal Submission Requirements*) of this RFP. Brevity is strongly encouraged. Non-applicable content, marketing and promotional information, brochures, letters of support, etc. will not be reviewed.

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4.7. MODIFICATIONS, WITHDRAWALS AND LATE SUBMITTALS**4.7.1. Modifications of a Proposal**

- (a) Proposers may modify their Proposal in writing prior to the Proposal Submission Deadline.
- (b) Any modification shall conform in all respects to the requirements for submission of a Proposal. Modifications shall be clearly marked as such on the face of the document to prevent confusion with the original Proposal and shall specifically state that the modification supersedes the original Proposal and all previous modifications, if any, submitted by such Proposer. If multiple modifications are submitted, they shall be sequentially numbered so RIPTA can accurately identify the final Proposal.
- (c) Modifications must contain complete Proposal Sections, complete pages or complete Forms as described in Section 4.5 (*Proposal Content*) of this RFP. Line-item changes will not be permitted.

4.7.2. Withdrawal of Proposals

- (a) In the event that a Proposer submits a Proposal prior to the Proposal Submission Deadline, such Proposal may be withdrawn only by a written and signed request received by the RIPTA Representative before the Proposal Submission Deadline.
- (b) A withdrawal of a Proposal will not prejudice the right of a Proposer to file a new Proposal, provided that the new Proposal is received before the Proposal Submission Deadline.
- (c) No Proposal may be withdrawn on or after the Proposal Submission Deadline.

4.7.3. Late Proposals

Except as otherwise set forth in Section 4.7.2 (*Withdrawal of Proposals*) above, proposals, modifications and withdrawal requests received after the Proposal Submission Deadline will be rejected without consideration or evaluation by RIPTA.

4.8. Proposal Validity Period

- (a) A Proposal submitted in response to this RFP is binding upon the Proposer and is considered irrevocable for a minimum of one hundred and eighty (180) days following the Proposal Submission Deadline (the “**Proposal Validity Period**”).
- (b) Any Proposer may elect, in its absolute discretion, to extend the validity of its Proposal beyond the Proposal Validity Period.
- (c) Any Proposer that agrees to extend the validity of its Proposal beyond the Proposal Validity Period will, as a condition to RIPTA’s acceptance of such extension, provide an amended or replacement Proposal Security covering the extended Proposal Validity Period.

4.9. PROPOSAL SECURITY**4.9.1 Proposal Security**

- (a) As security for its commitment to enter into the Preliminary Services Agreement in accordance with its Proposal commitments, each Proposer shall deliver one or more complete, irrevocable,

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properly executed standby letters of credit in favor of RIPTA (the “**Proposal Security**”) along with its Proposal.

- (b) The Proposal Security shall be in an aggregate amount equal to (\$150,000). The Proposer may submit more than one letter of credit in the substantially in the form of Proposal Form 12 (*Proposal Security*), as its Proposal Security; provided that the amount of all such Proposal Security will equal \$150,000 in the aggregate.
- (c) The Proposal Security must be issued by an Eligible Security Issuer, and the Proposer shall deliver, together with its Proposal Security, evidence demonstrating that each issuer of the Proposal Security is an Eligible Security Issuer. If, at any time following the Proposer's submission of its Proposal Security to RIPTA, any issuer ceases to be an Eligible Security Issuer, the Proposer shall promptly notify the RIPTA Representative in writing of such change and within fifteen (15) days of such notice, the Proposer shall deliver to RIPTA a new Proposal Security from a replacement Eligible Security Issuer. Upon RIPTA's receipt of such replacement Proposal Security, RIPTA will promptly return the replaced Proposal Security to the Proposer.

4.9.2 Forfeiture of Proposal Security

Each Proposer understands and agrees that RIPTA will be entitled to draw on its Proposal Security in its entirety if:

- (a) the Proposer withdraws, repudiates or otherwise indicates in writing that it will not meet one or more commitments made in its Proposal (except as otherwise permitted pursuant to this RFP);
- (b) the Proposer otherwise violates any material term or condition of this RFP;
- (c) following notification by RIPTA to the Proposer that such Proposer is the Successful Proposer:
 - (i) the Successful Proposer fails to fulfill its obligations relating to the finalization and execution of the Preliminary Services Agreement; and/or
 - (ii) the Successful Proposer insists on material changes to the draft Preliminary Services Agreement as a condition of its execution; or
- (d) any of the following occurs:
 - (i) the Proposer fails to (A) notify RIPTA that the issuer of the Proposal Security is not an Eligible Security Issuer, or (B) deliver replacement Proposal Security, if applicable, in each case, in accordance with Section 4.9.1 (*Proposal Security*) of this RFP; or
 - (ii) RIPTA determines that the Proposal Security submitted by such Proposer contains a material alteration from the form of Proposal Security set forth in Proposal Form 12 (*Proposal Security*) of this RFP that has not been previously approved by RIPTA, as applicable,

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provided, that to the extent that RIPTA draws on the Proposer's Proposal Security pursuant to this Section 4.9.2 and the Proposer replaces such drawn cash with replacement Proposal Security from an Eligible Security Issuer in compliance with this RFP, RIPTA will return such drawn cash to the Proposer.

4.9.3 Return of the Proposal Security

- (a) RIPTA will retain the Proposal Security of each unsuccessful Proposer until the earliest to occur of the following:
 - (i) the Project Company and RIPTA have executed the Preliminary Services Agreement;
 - (ii) RIPTA has terminated the RFP Process and cancelled the RFP; or
 - (iii) the expiration of such Proposer's Proposal Validity Period (as it may have been extended in accordance with the RFP).
- (b) Following the occurrence of any of the foregoing events, RIPTA will return the Proposal Security of each unsuccessful Proposer within seven (7) Business Days, except any Proposal Security drawn by RIPTA, in accordance with the terms of this RFP,

provided that RIPTA may elect, in its absolute discretion, to return any Proposer's Proposal Security at an earlier date.

4.10. PROPOSER'S COSTS

Except as otherwise provided in this RFP, the cost of preparing a Proposal, and any and all other costs incurred by a Proposer at any time during the RFP Process, shall be borne solely by such Proposer.

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5. EVALUATION PROCESS

5.1. EVALUATION PROCESS AND CRITERIA

In order to ensure a fair, uniform and transparent basis of award, upon RIPTA's receipt of the Proposals, RIPTA will proceed to review the Proposals pursuant to the evaluation procedures and criteria established in this RFP.

5.2. BASIS OF AWARD

The selection of the most advantageous Proposal will be based on **best value**, determined in accordance with the evaluation procedures and weighted criteria stated in this Section 5 (*Evaluation Process*) of the RFP.

5.3. SELECTION COMMITTEE AND APPROVALS

RIPTA will establish a Selection Committee ("Selection Committee") comprised of qualified experts and professionals with experience in diverse Project elements, which will be responsible for evaluating the Proposals and making a recommendation to RIPTA as to the Successful Proposer. Proposals may be reviewed by RIPTA, the Consultant Support Team, and other experts as deemed necessary and appropriate by RIPTA; however, only RIPTA employees will have voting rights within the Selection Committee. Execution by RIPTA of the Preliminary Services Agreement is subject to certain approvals, as required under Applicable Law which includes final approval by the Board, and compliance with all Applicable Laws and regulations.

5.4. EVALUATION PROCEDURE

The evaluation process shall contemplate a multi-phase process whereby, before making its best value determination. RIPTA will first evaluate Proposals to determine whether they are responsive based on the threshold evaluation factors described in Section 5.4.1 (*Proposal Responsiveness Review*) of this RFP. Following the responsiveness review, all responsive Proposals will be evaluated in the manner described in this Section 5.4.2 (*Phase 2: Evaluation Categories and Weighing*) of this RFP, and the Selection Committee will assign an overall ranking to each Proposal based on which Proposal delivers the best value to RIPTA. RIPTA will not select any Proposer that RIPTA determines has submitted a non-responsive Proposal.

5.4.1. Phase 1: Proposal Responsiveness Review

5.4.1.1. Responsiveness Review of Proposals

RIPTA shall conduct a preliminary review of the Proposals to assess responsiveness and to identify any aspect of the Proposal that requires clarification. RIPTA may, in its sole discretion, request clarification of some or all Proposals in accordance with Section 5.6 (*Clarifications and Additional Information*) of this RFP. Any Proposal that RIPTA determines is incomplete in any material respect may be deemed non-responsive and rejected in its entirety. In such event, RIPTA may return the entire Proposal to the Proposer. Materially responsive Proposals will be evaluated based on compliance with all terms and conditions of this RFP, including, without limitation, the applicable submittal requirements specified in this RFP.

5.4.1.2. Minimum Qualifications Compliance Review

Following the general responsiveness review described in Section 5.4.1.1, all Proposals deemed to be responsive will then be reviewed to confirm compliance with the minimum qualifications (“Minimum Qualifications”) set forth herein. The Minimum Qualifications have been established to minimize Project risk and provide reasonable assurance that the required work will be performed successfully across all disciplines and will be assessed on a “pass” or “fail” basis.

The Minimum Qualifications will be evaluated on the basis of the information submitted in Proposal Form 4, as verified in Proposal Forms 5 and/or through reference checks. Only those Proposals materially meeting the following Minimum Qualifications will be deemed responsive. Any Proposal that RIPTA determines has failed to meet the Minimum Qualifications in any material respect will be deemed non-responsive and rejected in its entirety. The following are the Minimum Qualifications for eligibility in this RFP process:

Financing Capacity and Experience	<ol style="list-style-type: none"> 1. Lead Member and/or Financing Member must collectively evidence that it/they has/have served as a lead equity provider on at least 5 successful project financings or P3 projects involving public infrastructure with a capital investment amount of over \$200 million in the past 10 years.
Design-Build	<p>Lead Design-Build, or the Lead Design-Build Members collectively, must meet the following criteria:</p> <ol style="list-style-type: none"> 1. Served as a lead design-builder or lead design-build member on the design and construction of at least 3 vertically integrated public infrastructure and mixed-use projects involving public transportation facilities, transit-oriented development projects or similar completed in the past 10 years. 2. Provide at least one Key Personnel who possesses experience of a minimum of three qualifying projects, each with the following characteristics: <ul style="list-style-type: none"> • Newly built public transportation passenger facility; • Construction value greater than \$50M; and • Currently in design or construction or completed within the last 15 year. 3. Capacity to meet all local Design-Build licensing requirements.
Affordable Housing Development	<ol style="list-style-type: none"> 1. The Lead Affordable Housing Developer, or the Lead Affordable Housing Developer Members collectively, must evidence relevant experience to successfully deliver the Project, including the development, financing, and management of affordable housing projects, and experience with TDM programs, environmental approvals, entitlements, and community outreach. To this end, it/they must provide evidence of successfully developing, financing, and managing at least 3 affordable housing and mixed-use projects involving the federal Low Income Housing Tax Credit program in the past 10 years.
Commercial Development	<ol style="list-style-type: none"> 1. Evidence of Lead Commercial Developer successfully developing, financing, and managing at least 3 projects that combine housing and mixed-use real estate development with public infrastructure, such as, but not limited to, transit-oriented developments, in the past 10 years.

Facilities Maintenance	1. Lead Operator, or the Lead Operator Members collectively, must evidence its/their ability to deliver performance-based life-cycle infrastructure facility maintenance programs by having served as a lead facilities management entity on at least 3 public infrastructure facilities in the past 5 years, such as, but not limited to, transit and transportation facilities.
Financial Advisor	1. The Financial Advisor must evidence that it has prior experience (within the past 5 years) advising public transportation and transit agencies on funding and financing options for infrastructure projects, including structures involving public-private-partnerships and federal grants and loans.
Progressive Services	1. The Proposer must demonstrate that its Lead Member and/or Lead Design-Build (or a Lead Design-Build Member) have prior successful experience managing and performing services under a preliminary services agreement, exclusive negotiation agreement, predevelopment agreement, or similar, which led to executing a Project Agreement and reaching commercial and financial close on a project involving public infrastructure.

5.4.2. Phase 2: Proposal Evaluation

Following the Proposal responsiveness review described above, responsive Proposals meeting the Minimum Qualifications threshold will be evaluated by the Selection Committee in accordance with the evaluation criteria set forth in this Section 5.4.2 of the RFP.

5.4.2.1. Organization & Management

The Selection Committee will award points to each Proposal for the evaluation criteria described herein based on the Selection Committee's judgment as to the merit, practicality, quality, strength and value of each Proposal, taking into account RIPTA's Project objectives.

The Selection Committee will evaluate each Proposer's organization and management based on the extent to which the proposed organization and management structure of the Proposer demonstrates the ability to successfully coordinate and deliver all components of the Project, taking into account Project size and complexity. RIPTA will verify and evaluate that Proposer organization addresses all key project technical and financial capability requirements as set forth in the RFP. Higher scores will be merited where there is a clear and logical management structure, with an alignment of interests amongst Major Participants and key subcontractors across multiple project elements (such as design, construction, financing, operations and maintenance). Higher scores will also be merited where there is demonstrated experience of the Major Participants working together as part of an integrated team in relation to successfully delivering comparable projects.

The suitability of the organization structure of the Proposer will take into consideration the following, among other, factors:

- (a) **Team Structure**
 - (i) Clarity and logic of the proposed organizational structure, including the reporting structures and hierarchy of Proposer members, and how such team structure aligns with the overall needs of the Project (including both the Preliminary Services and Project Services delivery phases);

- (ii) Whether the roles and responsibilities of all Proposer members are clearly defined and appropriate for the needs of the Project;
- (iii) Whether the Proposal demonstrates an efficient and clear decision-making process at both management and functional levels;
- (iv) Whether the Proposal clearly identifies and defines the responsibilities of Key Personnel; and
- (v) The extent to which the Proposer's approach to teaming is effective, realistic and achievable, and relates and responds to the challenges and opportunities of the Project.

(b) **Qualifications & Experience**

The Selection Committee will evaluate each Proposer's technical and financial qualifications and experience based on the information provided in Package B of the Proposal. The evaluation of qualifications and experience will address whether and to what extent the Proposer adequately exhibits successful prior experience on similar projects and demonstrates the technical and financial capabilities required to fulfill the requirements of the Project with respect to the delivery, financing, operation and maintenance and financing of transit centers and transit-oriented development.

The evaluation of each Proposer's experience will consider the extent and depth of the experience of the Proposer and its Major Participants with the delivery of comparable projects. This will include considerations such as the design and construction of similar structures, and the operation and maintenance of similar facilities. Proposers shall be required to submit relevant reference projects, which will be evaluated on the degree to which they are comparable to the Project with respect to size, scale, and complexity.

The evaluation of each Proposer's capabilities will be based on their capabilities statements, taking into account their ability to meet the diverse design, construction, financing, operations and maintenance requirements set out in the Preliminary Services Agreement and the Project Agreement Term Sheet.

The Proposer's experience and capabilities will be evaluated on the basis of the following:

Project Management & Financing	<p>Relevant infrastructure project development and financing experience, with a track record of long-term investment in social and transit infrastructure and financial strength. Lead Member's and Key Personnel's experience managing complex teams on relevant projects. RIPTA will evaluate experience and capabilities with the following characteristics more favorably:</p> <ol style="list-style-type: none"> 1. Ability to develop a joint development project that has distinct public infrastructure and real estate components; 2. Ability to reach financial close on asset-level financing for the Project (which may include different types of debt); 3. Financial capability (based on audited financial statements and disclosures); 4. Ability to structure, negotiate and successfully obtain financing for comparable asset types, preferably through competitive selection of debt financing, and familiarity with the types of financing structures and sources potentially available; 5. Ability to successfully manage a complex multidisciplinary team and collaboratively work with RIPTA during both the Preliminary Services Agreement and the Project Agreement; 6. Track-record and ability to successfully manage and deliver the Project on time and on budget;
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7. Experience working (and funding such work on an at-risk basis) under a Preliminary Services Agreement leading to executing a Project Agreement and reaching commercial and financial close;
 8. Experience meeting requirements for participation from Local Business Enterprise (LBE)/Disadvantaged Business Enterprise (DBE)/Minority-owned Business Enterprise (MBE)/ Women-owned Business Enterprise (WBE)/Small Business Enterprise (SBE) or other such disadvantaged business, as evidenced by experience in Rhode Island or in other jurisdictions with similar requirements;
 9. Experience with workforce development programs, apprenticeship programs, and working in partnership with labor organizations; and
 10. Experience in community outreach and community-driven processes.
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Design-Build

Design-Builder and Key Personnel's relevant experience with the design and construction of public transportation facilities; experience with the design and construction of multi-family housing and mixed-use, transit-oriented projects; experience with the design and construction of vertically integrated public infrastructure and mixed-use projects; experience with community-informed design processes; track-record of safety and success. RIPTA will evaluate experience and capabilities with the following more favorably:

1. Experience successfully managing, designing, engineering and constructing comparable transit facilities, especially enclosed and/or multi-story facilities in urban locations, that have performed acceptably for their respective owners and operators in terms of functionality, flexibility, and efficiency, and that have delivered a safe and productive working environment for staff, riders and the public;
 2. Experience planning, designing, and delivering projects that efficiently resolve the physical and technical interfaces and interactions within a building that accommodates different program types, especially if they are similar to this Project's joint development of housing and transit programs, but not limited to those two;
 3. Experience performing design and construction services in the context of alternative delivery models, including design-build, design-build-maintain, design-build-finance-maintain, and/or design-build-finance-operate-maintain;
 4. Experience with multi-family and mixed-use market-rate and affordable housing projects of similar size to the Project that are sensitive to neighborhood context in urban environments, including a track record of participating in community engagement that delivers successful outcomes;
 5. Experience meeting requirements for participation from LBE/DBE/MBE/WBE/SBE or other such disadvantaged business, as evidenced by experience in Rhode Island or in other jurisdictions with similar requirements;
 6. Track record and capabilities with regard to the design of sustainable infrastructure, as well as with the use of sustainable construction practices, all for the purpose of meeting or exceeding defined sustainability goals;
 7. Experience with the design and construction of projects involving federal grants and loans, including, but not limited, to projects involving Davis-Bacon, Buy-America provisions, etc.;
 8. Experience designing and building projects in Providence, including preparing and securing the issuance of building permits and construction documents, and experience meeting the applicable requirements and process for planning and design review, oversight, permitting, and approvals;
 9. Experience with the design, permitting and construction of public infrastructure facilities and high-rise, multi-family housing and mixed-use projects, including vertical construction projects in urban environments;
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10. Track record and capabilities with regard to control cost of construction employing value engineering during the pre-construction design phase;
 11. Past performance on public transportation facility projects, including, but not limited to, bus transit centers;
 12. Past performance on projects that efficiently resolve the physical and technical interfaces and interactions within a building that accommodates different program types, especially if they are similar to this Project's joint development of housing and transit programs, but not limited to those two;
 13. Experience with workforce development programs, apprenticeship programs, and working in partnership with labor organizations;
 14. Experience in community outreach and community-driven processes; and
 15. Safety track-record, as measured by the Lead Design-Builder's (or the Lead Design Build Members') EMR.
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Affordable Housing

Affordable Housing Developer and Key Personnel's relevant experience in developing, financing and managing affordable housing and mixed-use projects and experience with TDM programs, permitting approvals, entitlement, zoning, and community outreach of real estate projects. RIPTA will evaluate experience with the following characteristics more favorably:

1. Track record of community engagement that delivers successful outcomes of building community support for similar projects;
 2. Ability to successfully manage and deliver the affordable housing component in concert with the market-rate development through the planning, design, obtaining entitlements, securing financing (including low-income housing tax credit financing and other innovative sources of funding and financing), completing construction, and managing affordable housing projects;
 3. Experience meeting requirements for participation from LBE/DBE/MBE/WBE/SBE or other such disadvantaged business, as evidenced by experience in Rhode Island or in other jurisdictions with similar requirements;
 4. Experience with workforce development programs, apprenticeship programs, and working in partnership with labor organizations; and
 5. Experience identifying and delivering affordable housing and commercial projects with a public benefit component.
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Commercial

Commercial Developer and Key Personnel's relevant experience to successfully deliver the Project: Large and complex market-rate, multi-family and mixed-income housing and mixed-use projects, and experience with TDM programs, permitting approvals, entitlements, and community outreach. RIPTA will evaluate experience with the following characteristics more favorably:

1. Ability to successfully manage and deliver the Commercial Component in concert with the Affordable Housing Developer through planning, design, obtaining entitlements, securing financing (including for projects with ground leases, air rights agreements, or other comparable forms of ownership), completing construction, and managing housing and mix-used commercial projects;
 2. Experience with multi-family and mixed-use market-rate and mixed-income housing projects of similar size and a track record of community engagement that delivers successful outcomes;
 3. Demonstrated ability in projects that combine housing and mixed-use real estate development with public infrastructure, such as, but not limited to, transit-oriented developments;
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	<ol style="list-style-type: none"> 4. Experience meeting requirements for participation from LBE/DBE/MBE/WBE/SBE or other such disadvantaged business, as evidenced by experience in Rhode Island or in other jurisdictions with similar requirements; 5. Experience with workforce development programs, apprenticeship programs, and working in partnership with labor organizations; and 6. Experience identifying and delivering housing and commercial projects with a public benefit component.
Facilities Maintenance	<p>Facility Maintenance Provider and Key Personnel's demonstrated track record in developing and delivering performance-based Infrastructure life-cycle Facility Maintenance programs for public infrastructure facilities. RIPTA will evaluate experience with the following characteristics more favorably:</p> <ol style="list-style-type: none"> 1. Social Infrastructure projects with long-term, fixed price, performance-based contracts where the public owner transfers the risk of managing and optimizing annual recurring maintenance of building, architectural, and structural systems, as well as major maintenance such as renewals and replacement of those systems; 2. Public transportation maintenance facility projects, including but not limited to bus transit centers; 3. Projects that efficiently resolve the physical and technical interfaces and interactions within a building that accommodate different program types, especially if they are similar to this Project's joint development of housing and transit programs, but not limited to those two; 4. Projects developed within a collaborative BIM-enabled environment that incorporated BIM deliverables into the operational start-up, operations, and maintenance phases, including activities such as, but not limited to, development of O&M manuals and training for the project owner; and 5. Projects involving shared operational or maintenance responsibilities with the public partner.
Financial Advisor	<p>Financial Advisor and Key Personnel's relevant experience advising public transit agencies on funding and financing options for complex transportation infrastructure projects involving transit-oriented developments. RIPTA will evaluate experience with the following characteristics more favorably:</p> <ol style="list-style-type: none"> 1. Relevant past experience advising public transit agencies on projects involving federal grants and loans; 2. Experience with project finance for public infrastructure, including diverse public private partnership structures (such as design-build-finance-maintain, design-build-finance-operate-maintain, etc.); 3. Experience with commercial real estate and affordable housing financing (including low-income housing tax credit financing, private activity bonds and other innovative sources of funding and financing); 4. Experience preparing comparative value assessments to assist in determining the optimal mix of public and private financing; and 5. Experience with value-capture and monetization initiatives involving public transit centers.

(c) **Prior Experience Working Together**

- (i) The number of Proposer Team Members that have worked together on relevant reference projects and the extent of such participation by Proposer members in such reference projects; and
- (ii) The outcome of projects where team members have worked together, including whether such reference projects were delivered on schedule and on budget.

5.4.2.2. Evaluation of Delivery Approach

The Selection Committee will award points to each Proposal for the evaluation criteria based on the Selection Committee's judgment as to the merit, practicality, quality, strength and value of each Proposal, taking into account RIPTA's Project objectives, including those set forth in Section 2.3. of this RFP. The delivery approach will be evaluated on the basis of the following:

Project Understanding and Approach to Delivering Project Objectives	RIPTA will evaluate the Proposer's understanding of the Project's key risks and principal challenges and opportunities. This includes evaluating the Proposer's understanding of the Project, including its technical and financial challenges and opportunities; the PSA process; current and expected market conditions for housing (affordable and market-rate) and financing of the Project's components; and key Project drivers, such as community and stakeholder outreach, and environmental permitting and entitlements processes. RIPTA will evaluate Proposals more favorably that demonstrate how the Proposer's approach, specifically during the PSA period, will help satisfy the objectives described in Section 2.3 of the RFP.
Preliminary Services (including schedule)	RIPTA will evaluate each Proposer's Preliminary Services approach and schedule. The evaluation will consider the proposed approach to delivering key activities and tasks, as well as the proposed Project Schedule. Proposals that demonstrate how the Proposer would meet or exceed RIPTA's overall schedule objectives, including Substantial Completion of the Infrastructure Facility by 2026, will be evaluated more favorably. RIPTA will also evaluate the Proposer's understanding of key PSA risks and its proposed mitigation strategies, as well as the proposed approach and ability of the Proposer to work collaboratively and transparently with RIPTA throughout the PSA process, including obtaining approvals, to achieve and exceed the Project objectives detailed in Section 2.3.
Project Management Approach	RIPTA will evaluate the Proposer's project management approach based on the Proposer's ability to demonstrate an understanding of the approaches to successfully plan and execute the Project, including describing the use of the Proposer's proven systems, processes and tools, and referencing real-world examples of project success. RIPTA will evaluate Proposals more favorably that clearly demonstrate a viable and proven approach toward project management, including budget, risk, and schedule management.
Cost Savings Approach	RIPTA will evaluate each Proposer's approach to how the proposed commercial structuring and financing of the Project would resolve and optimize its value, with the goal of offsetting Transit Center costs. RIPTA will also evaluate the Proposer's approach to providing transparency in all financial and cash-flow information, and their underlying sources, to support RIPTA's review and scrutiny of all such information and assumptions through benchmarking and other means. RIPTA will evaluate Proposals more favorably that demonstrate how the Proposer's approach will potentially offset Infrastructure Facility costs.

Approach to Public Outreach	<p>RIPTA will evaluate the Proposer's approach to work with stakeholders and the public to achieve the Project goals and deliver public benefits. A more favorable score will be provided to Proposals that clearly demonstrate how the Proposer will partner with, and interact with, the communities served by the Transit Center and the Project throughout the process, including in developing alternatives and formulating solutions so that public input and recommendations are incorporated to the maximum extent possible. RIPTA will evaluate Proposals more favorably that detail a viable strategy and approach during the PSA phase to ensure ongoing engagement with the local community, including a description of how key Project stakeholders would be integrated in the PSA phase, particularly with respect to the providing feedback on Project design. RIPTA will also evaluate Proposals more favorably that meet or exceed the requirements set forth in the Public Outreach requirements detailed the Project Requirements set forth in Attachment 1 to Appendix 1 of the draft Preliminary Services Agreement.</p>
Integrated Project	<p>RIPTA will evaluate the proposed approach to resolving and managing anticipated key risks presented by the physical and commercial interfaces among the design-build, Infrastructure Facility Maintenance, and Property Management functions for the different components of the Project (Infrastructure Facility and TOD). The evaluation will be based on both the proposed approach, as well as how the Proposer's past experience with vertically integrated joint-development projects that accommodate different programs positively influence and shape the proposed approach on this Project to efficiently resolve its physical and commercial interface challenges and opportunities. RIPTA will evaluate Proposals more favorably that demonstrate how the Proposer's approach will help satisfy the objectives described in Section 2.3 of the RFP.</p>
Approach to Design-Build Work, Cost Estimating and Risk Management	<p>RIPTA will evaluate the proposed design and cost-estimating approach, describing how the Proposer will achieve the technical requirements and objectives of the Project in a high-quality and cost-effective manner within the context of the envisioned PSA progressive design-build process. Emphasis during the evaluation will be placed on the Transit Center as an essential asset for RIPTA's transit operations, including details around the proposed approach to addressing issues such as planning and designing the Transit Center and achieving sustainability and resiliency goals. RIPTA will also evaluate the Proposer's approach to the process of developing alternative technical concepts and the design-build project delivery method more generally to maximize innovation and budget and schedule performance. Finally, RIPTA will evaluate the Proposer's cost-estimating and cost control approach, including its expertise and resources used to develop pricing during the PSA period and to deliver the Preliminary Services within a fixed budget limit. RIPTA will also evaluate the Proposer's approach to risk management and risk mitigation during the PSA phase. RIPTA will evaluate Proposals more favorably that demonstrate how the Proposer's approach will help satisfy objectives described in Section 2.3 of the RFP.</p>
Approach to Facilities Management Services	<p>RIPTA will evaluate the Proposer's approach to Service operations, with an emphasis on the proposed approach to Infrastructure Facilities Maintenance Services. RIPTA will evaluate Proposals more favorably that demonstrate how the Proposer's approach will help satisfy the objectives described in Section 2.3 of the RFP.</p>

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Approach to Financing Services	RIPTA will evaluate the Proposer's approach to Financing Services, including the provision of financial advisory services to RIPTA, financial structuring, and securing committed private financing. Proposals that demonstrate how the Proposer's approach will help satisfy the objectives described in Section 2.3 of the RFP will be evaluated more favorably.
Approach to Inclusivity, Labor and Community Benefits	RIPTA will evaluate the Proposer's approach to inclusivity, labor and community benefits. The evaluation will include the Proposer's customized approach to satisfy the targeted DBE subcontracting requirements set forth in Section 2.8 of this RFP, as well as its approach to meeting EEOP, prevailing wage, Davis-Bacon and similar requirements. Likewise, RIPTA will evaluate the Proposer's approach to the development of community benefits and construction workforce development programs. Proposals that demonstrate how the Proposer's approach will help satisfy they objectives described in Section 2.3 of the RFP will be evaluated more favorably.

5.4.2.3. Evaluation of Price Proposal

The proposed Preliminary Services Fee, Design-Build Subcontractor Fee, Operator Subcontractor Fee, and Return-on-Equity will each be separately scored.

The Proposal offering the lowest price component for each category will be awarded the applicable maximum allowable score.⁴ The Proposal scores (P_s) of other Proposals shall be computed in relation to the lowest proposed price component offered by any Proposer (P_{Best}) using the following formula:

$$P_s = M_P \times (P_{Best} / P)$$

Whereby,

M_P is the maximum points per evaluation category;

P_s is the score (point allocation) for the proposal under consideration;

P_{Best} is the lowest proposed fee offered by any Proposer; and

P is the proposed fee in the proposal under consideration.

Each price proposal score will be rounded to two decimal places.

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⁴ In the event that more than one Proposal reflects the exact same lowest proposed price for any given component, then each Proposal offering that same lowest proposed price will be awarded the maximum allowable points.

5.4.3. Evaluation Categories and Relative Weighting

Responsive Proposals will be evaluated and ranked by the Selection Committee using the criteria and weightings as set forth below.

Evaluation Criteria	Basis of Evaluation	Maximum Points Possible
Technical Proposal (50 points total)		
Organization and Management <ul style="list-style-type: none"> Team Organization Prior Experience Working Together Key Personnel Proposer Experience & Capabilities 	Package A and Package B	20
Delivery Approach <ul style="list-style-type: none"> Project Understanding Preliminary Services, including schedule Project Management Plan Cost Savings Public Outreach Integrated Project Design-Build Work, Cost Estimating & Risk Management Facilities Management Services Financing Services Entitlements, Inclusivity and Community Benefits 	Sections C-1 to C-11 of Package C	30
Price Proposal (50 points total)		
Return-on-Equity	Section D-1 of Package D	10
Design-Build Subcontractor Fee	Section D-2 of Package D	5
Operations Subcontractor Fee	Section D-3 of Package D	5
Preliminary Services Fee	Section D-4 of Package D	30
	Total	100

5.4.4. Total Score and Award

After points have been assigned to every category, the Selection Committee will add the Proposal point scores for each Proposal. The Proposer submitting the Proposal that receives the highest total number of points will be deemed to provide the best value to RIPTA and will be designated the Successful Proposer.

In the event of a tie, RIPTA shall extend to those tying Proposers a request for a best and final price proposal for the purpose of determining the Successful Proposer.

5.5. CLARIFICATIONS AND ADDITIONAL INFORMATION

- (a) To facilitate the examination and evaluation of Proposals, RIPTA may, at any time during the Proposal evaluation, issue one or more requests for clarification to one or more Proposers, seeking additional information or clarification from a Proposer, and may request a Proposer verify or certify certain aspects of its Proposal. Proposers shall respond to any such request by such time as is specified by RIPTA in such request. The scope, length and topics to be addressed in requests for clarification shall be prescribed by, and subject to the absolute discretion of, RIPTA. Upon receipt of any requested additional information or clarification, the applicable Proposal or Proposals may be re-evaluated by RIPTA to consider such additional information or clarification.
- (b) Any additional information or clarification submitted by a Proposer pursuant to this Section 5.6 (*Clarifications and Additional Information*) shall become a part of the Proposer's Proposal.

5.6. WAIVER OF NON-CONFORMITIES

RIPTA, in its absolute discretion, may waive mistakes, clerical errors and minor irregularities, omissions, nonconformities or discrepancies unrelated to the material content of a Proposal, and may offer a Proposer the opportunity to clarify its Proposal or request revisions to all Proposals, in each case, in accordance with this Section 5.6 (*Waiver of Non-Conformities*) of this RFP. The provisions of this Section are not intended to, and shall not, limit in any manner any of the rights reserved by RIPTA under Chapter 6 (*RIPTA Reserved Rights & Disclaimers*) of this RFP.

5.7. NO OBLIGATION TO AWARD

This RFP does not commit or bind RIPTA to award or enter into a Preliminary Services Agreement with any Proposer.

5.8. AWARD NOTICE

After the evaluation of Proposals is duly completed and a Successful Proposer selected, RIPTA shall send written notification to all Proposers of the result, stating the rating and ranking of each Proposer, as well as the basis for such rating and ranking. Upon expiry of the protest period, pursuant to Section 5.9 (*Debriefings & Protests*) of this RFP and following formal approval by the State Equal Opportunity Office of the Project Company's Equal Employment Opportunity Employment Program, RIPTA shall post the "Final Notice of Award".

5.9. DEBRIEFINGS & PROTESTS

5.9.1. Debriefings

RIPTA may conduct a debriefing, upon request, for any Proposer who is not the Successful Proposer. In a debriefing, RIPTA will discuss the relative strengths and weaknesses of the Proposer's Proposal, but RIPTA will not disclose or discuss any confidential information of another Proposer. Any debriefings will be provided at the earliest feasible time after award of the Project Agreement, or earlier in RIPTA's discretion.

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5.9.2. Protests**5.9.2.1. General**

Protests will be accepted from Proposers whose direct economic interest would be affected by the award. RIPTA's Chief Financial Officer will consider all protests or objections filed in a timely manner regarding the award of a contract, whether submitted before or after award. 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. The protest should be sent to:

Chief Financial Officer
RI Public Transit Authority
Room 217
705 Elmwood Avenue
Providence, RI 02907
- f. Protests must be filed with RIPTA in accordance with RIPTA's 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.

5.9.2.2. Protests Before Award

Solicitation Phase. Protests concerning the solicitation must be submitted in writing five (5) working days prior to the 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.

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

Federal Transit Administration (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.

5.9.2.3. Protests after Award

A protest received not later than ten (10) working days after award shall be reviewed by RIPTA's Chief Financial Officer. The Project Company 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 Chief Financial Officer should consider a mutual agreement with the Project to suspend performance on a no-cost basis.

5.10. Definitive Award Date

The "**Definitive Award Date**" shall mean the date on which the award to the Successful Proposal is legally confirmed. For the avoidance of doubt, said Definitive Award Date shall be either:

- (a) In the event of no protests, the Definitive Award Date shall be on the eleventh day following issuance of the Award Notice. In the event the eleventh day does not fall on a Business Day, the eighth day shall fall on the next Business Day; or
- (b) In the event of a duly submitted protest, then the Definitive Award Date shall be the first Business Day following the publication or notification of an authorized decision affirming the award determination.

5.11. PRELIMINARY SERVICES AGREEMENT NEGOTIATIONS & EXECUTION

Following award, RIPTA will begin negotiations with the Successful Proposer. As a requirement of this RFP process, the Successful Proposal is required to finalize negotiations and execute the Preliminary Services Agreement within a period of no longer than 30 days after the Definitive Award Date. If RIPTA and the top-ranked Proposer do not reach agreement, then RIPTA may negotiate with the next highest-ranked Proposer. This process will continue until RIPTA reaches an agreement with a Proposer or terminates the procurement. RIPTA may begin negotiating with the next highest-ranked Proposer whenever RIPTA determines that doing so is in its best interest, and RIPTA reserves the right to negotiate with more than one Proposer at the same time.

Proposers are reminded that acceptance by RIPTA of any suggestions included on the mark-up of the Draft Preliminary Services Agreement provided with their Proposals is at RIPTA's sole discretion and that, except as otherwise provided in the paragraphs above, RIPTA does not intend to discuss or negotiate any issue,

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term or condition that is not specifically identified in the Proposer's mark-up of the Draft Preliminary Services Agreement.

The failure of the highest-ranked Proposer to comply with any of the requirements of this Section shall constitute grounds for RIPTA to negotiate the Preliminary Services Agreement with another Proposer. Nothing in the preceding sentence precludes RIPTA from exercising any of the other rights reserved to it under this RFP.

5.12. CONDITIONS PRECEDENT TO EXECUTION OF THE PSA

Prior to execution of the Preliminary Services Agreement, the Successful Proposer shall have provided to RIPTA evidence reasonable acceptable to RIPTA that:

(a) **Equal Employment Opportunity Plan**

The Successful Proposer has solicited and received formal approval by the State Equal Opportunity Office of the Project Company's Equal Employment Opportunity Employment Plan.

5.13. FAILURE TO SATISFY SUCCESSFUL PROPOSER REQUIREMENTS

- (a) The Successful Proposer will be deemed to have failed to satisfy the requirements of the Successful Proposer set forth herein and shall forfeit its Proposal Security if the Successful Proposer (i) insists upon material amendments or changes to the terms or conditions of the Preliminary Services Agreement or; (ii) fails to comply with the conditions precedent to the Agreement Execution stipulated in Section 5.12. of this RFP; or (iii) fails to execute the Preliminary Services Agreement within the period set forth in section 5.11 above, unless if such failure (y) is a direct result of RIPTA actions or (z) is not a direct result of a failure or breach of the RFP by either the Project Company or one or more of its Major Participants.
- (b) In the event that the Successful Proposer fails to satisfy the Successful Proposer requirements, RIPTA may revoke its selection of the Successful Proposer, draw on the Successful Proposer's Proposal Security, and may take any other action described in Section 6.1 (*Reserved Rights*).

5.14. WITHDRAWAL OF SUCCESSFUL PROPOSER STATUS

Pursuant to Sections 5.13 and 6.1 (*Reserved Rights*), should RIPTA revoke the status of a Proposer as the Successful Proposer, RIPTA reserves the right, and shall be entitled, to:

- (a) Reject all Proposals and terminate the RFP Process;
- (b) Issue a Request for Proposal revision to all Proposers; or
- (c) Proceed with the Proposal that passed all steps of the evaluation process described in Section 5 (*Evaluation Process*) and achieved the next highest Total Proposal Score ("**Next Ranking Proposer**") to finalize (or attempt to finalize) a Project Agreement with that Proposer in accordance with Sections 5.11, 5.12, and 5.13 of this RFP. In such event, RIPTA shall notify the Next Ranking Proposer of its election by written notice (a "**Substitute Selection Notice**"). The Next Ranking Proposer shall, from and after the date

of receipt of the Substitute Selection Notice, assume the status of the Successful Proposer hereunder and shall meet the requirements set forth herein for the Successful Proposer. In the event that RIPTA delivers a Substitute Selection Notice to the Next Ranking Proposer, the Next Ranking Proposer shall be required to extend the expiration date of its Proposal Security to a date not earlier than ninety (90) calendar days after its receipt of the Substitute Selection Notice.

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6. RIPTA RESERVED RIGHTS & DISCLAIMERS

6.1. RESERVED RIGHTS

In connection with the procurement described in this RFP, RIPTA reserves any and all of the rights available to it under applicable law, which rights shall be exercisable by RIPTA in its sole discretion. Such rights include the right to, with or without cause and with or without notice:

- (a) Modify the procurement process or documentation described in this RFP;
- (b) Modify the scope of the Project, including, but not limited to, modifying the scope of the Project at any time during the Preliminary Services period in the following ways:
 - (i) Modifying the Minimum Design and Construction Requirements and/or considering alternatives for the Project;
 - (ii) electing to public or other financing structures not currently anticipated by RIPTA; or
 - (iii) extending the term of the Project Agreement;
- (c) Appoint additional evaluation teams to review Proposals and seek the assistance of outside technical, financial, legal and other experts and consultants;
- (d) Make independent calculations with respect to numbers and calculations submitted in a Proposal for purposes of their evaluation;
- (e) Require confirmation of information submitted by a Proposer, or require additional evidence of qualifications to perform the work described in this RFP;
- (f) Seek or obtain data from any source that has the potential to improve RIPTA's understanding and evaluation of such Proposal;
- (g) Undertake reference checks to further understand Proposer experience with reference projects;
- (h) Terminate evaluations of Proposals received at any time;
- (i) Reject any and all Proposals received at any time;
- (j) Not select any Proposer as a Proposer;
- (k) Disqualify any Proposer that changes its Proposal without RIPTA's approval;
- (l) Disqualify any Proposer or Proposer Team member from the procurement process for violating any rules or requirements of the procurement specified in (i) this RFP (ii) any other communication from RIPTA or (iii) applicable law;
- (m) Reject any Proposal that RIPTA determines includes pricing information that is not reasonable, responsible or balanced;

- (n) Accept, reject or seek additional information regarding a Proposer's request to make any changes to its organization;
- (o) Withdraw or cancel this RFP or any subsequent RFP, in whole or in part, at any time prior to the execution by RIPTA of the Preliminary Services Agreement, without incurring any cost obligations or liabilities;
- (p) Revise the evaluation factors or methodology prior to the Proposal Submittal Date;
- (q) Issue Addenda, supplements and modifications to this RFP;
- (r) Issue a new request for qualifications or request for proposals after cancellation of this RFP or any subsequent RFP;
- (s) Request best and final offers, or otherwise engage in simultaneous negotiations following the receipt of Proposals.
- (t) Develop some or all of the Project itself;
- (u) Disclose information submitted to RIPTA, as permitted by applicable law or this RFP;
- (v) Exercise any other right reserved or afforded to RIPTA under this RFP or applicable law; and
- (w) Exercise its discretion in relation to the matters that are the subject of this RFP as it considers necessary or expedient in the light of all circumstances prevailing at the time.

This RFP does not commit or bind RIPTA to enter into a contract or proceed with the procurement described in this RFP. RIPTA does not assume any obligation, responsibility or liability, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFP, and all such costs shall be borne solely by each Proposer.

6.2. SPECIFIC REQUIREMENTS – RHODE ISLAND BUSINESS LICENSE

The Project Company and its subcontractors shall obtain and hold, to the extent required by law, Rhode Island business licenses during the period that the respective entity is doing business with RIPTA.

6.3. RIPTA DISCLAIMERS

In issuing this RFP and undertaking the Procurement Process contemplated hereby, RIPTA specifically disclaims any obligation to award or execute a Project Agreement pursuant to this RFP; and in submitting a Proposal in response to this RFP, the Proposer is specifically acknowledging these disclaimers.

This RFP does not constitute an offer to contract with a Proposer nor an offer of employment.

In submitting a Proposal in response to this RFP, the Proposer further acknowledges and accepts the following:

- (a) Information supplied by RIPTA is for the convenience of the Proposers and is the best available information to the knowledge and belief of RIPTA. Unless otherwise stipulated herein, RIPTA

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does not warrant that all the information provided in the Virtual Data Room is accurate or complete, and sole reliance upon the data is at the Proposer's risk.

- (b) In no event shall RIPTA be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Preliminary Services Agreement has been authorized and executed by RIPTA and then only to the extent set forth in the Preliminary Services Agreement, provided that the disclaimer in this Section 6.3. (*RIPTA Disclaimers*) shall not apply to the obligations of RIPTA to the Proposers during the RFP Process, which are expressly set forth in the RFP.
- (c) Neither RIPTA, nor any of its consultants, directors, officers or employees, shall be charged personally with any liability by a Proposer or another Person or held liable to a Proposer or another Person under any provision of the RFP or any statement made in the RFP, or because of the submission or attempted submission of a Proposal or other response, or otherwise. Each Proposer, by submitting a Proposal in response to the RFP, expressly waives any right it may have to bring a claim for any such liability.

6.4. GOVERNING LAW

This RFP shall be interpreted under, and its performance governed by, the laws of the State of Rhode Island, without regard to conflicts of laws principles.

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RFP SCHEDULES TABLE OF CONTENTS

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SCHEDULE 1 – PROPOSAL SUBMISSION REQUIREMENTS

Package A – Transmittal Letter and Executive Summary

Section No.	Title	Contents
A-1	Table of Contents	The first page of the Proposal must be a table of contents, itemizing the contents of the Proposer's submission. The table of contents may include a proprietary statement with the intent to identify pages and material considered "confidential", "trade secret", or "proprietary" as described in Section 3.6 of this RFP.
A-2	Proposal Transmittal Letter (Proposal Form 1)	<p>The Proposer shall complete and attach Proposal Form 1 (Proposal Transmittal Letter). The Proposal Transmittal Letter must be fully-executed and on the Proposer's letterhead.</p> <p>The Proposal Transmittal Letter shall be signed by a representative of the Proposer who is empowered to sign and commit the Proposer to the obligations contained in the Proposal.</p>
A-3	Executive Summary	An executive summary shall be submitted and shall not exceed five pages. The executive summary shall provide a general description of the Proposer's approach to delivering the Project, and an overview of the Proposer's experience and capabilities with such proposed approach.
A-4	Additional Administrative Requirements (Proposal Forms 9-11)	(a) Affidavit of Non-Collusion (Proposal Form 9) (b) Lobbying Declaration (Proposal Form 10) (c) EEO Compliance Certificate (Proposal Form 11)
A-5	Proposal Security (Proposal Form 12)	Proposers shall submit evidence of its Proposal Security, as set forth in Section 4.9 of this RFP.

Package B – Organization & Management

Section No.	Title	Contents
B-1	Organizational Narrative	<p>The Proposer shall provide a narrative, no longer than five pages, explaining the proposed structure of the Project Company and the role of each key entity (both Major Participants and key subcontractors).</p> <p>The team structure should identify each firm that is a member of the Proposer team, including but not limited to joint venture partners and consultants. The consultants identified should include, but are not limited to, the Proposer's Financial Advisor.</p> <p>The organizational narrative should describe the plan and approach for governing and managing the Proposer, including:</p> <ul style="list-style-type: none"> (a) Decision making authority for the Proposer; (b) Significant functional relationships among Major Participants, and how the proposed organization will function as an integrated team for the term of the Project Agreement; (c) The Proposer's approach and philosophy towards working collaboratively and developing a successful long-term partnership with RIPTA, including the extent to which the Proposer's approach is based on past approaches, prior experiences, lessons learned and/or best practices and the relevance to the Project; (d) Where and in what capacity any of the Major Participants have worked together previously; and (e) Description of the benefits and value the Proposer's proposed organizational structure and approach provides to RIPTA, and how similar structures and approaches have resulted in successful delivery of comparable project.
B-2	Organizational Charts	The Proposer shall provide a team organizational chart to show the relationship, roles and responsibilities between the Proposer, Major Participants and other team members. The chart shall identify the portions of the work that will be undertaken directly by the Proposer and Major Participants and which portions of the work will be subcontracted.
B-3	Major Participant Information (Form 2)	<i>For each Major Participant</i> , provide a completed <u>Form 2 (Major Participant Information)</u> in accordance with the instructions on the Form.
B-4	Proposer Team Members List (Proposal Form 3)	Proposer shall list on Proposal Form 3 the names and roles of all firms identified as part of the Proposer team.
B-5	Proposer Minimum Qualifications Confirmation (Proposal Form 4)	Proposer shall provide on Proposal Form 4 the information required to demonstrate that the Proposal meets the Minimum Qualifications criteria set out in Section 5.4.1.2 of this RFP.

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B-6	Experience (Proposal Form 5)	<p>Proposer shall include Proposal Forms 5.A.-5.E., as well as a brief narrative (not to exceed 3 pages), for five project examples associated with each following:</p> <ul style="list-style-type: none"> (i) Project Management & Financing Experience (ii) Design-Build Experience (iii) Infrastructure Facilities Maintenance Experience (iv) Affordable Housing Experience (v) Commercial Development (including Property management) (vi) Financial Advisor <p>Proposers should highlight experience relevant to this Project, such as that relating to (i) transit depots and/or TOD and (ii) progressive processes and alternative delivery structures, such as P3.</p> <p>Proposers may also include a summary table that includes recent relevant projects successfully delivered (or being delivered) by the Proposer and/or Major Participants in the past 10 years.</p>
B-7	Statement of Capabilities	<p>The Proposer shall provide a narrative of no more than 10 pages describing the Proposer's relevant capabilities. Explain how the experience presented section B-6 can translate into value for RIPTA in the context of this Project. Please explain your capability to work effectively with RIPTA on diverse project elements during both the preliminary services period, as well as the services period, on issues relating to design-build, financing, public outreach, facilities maintenance, etc. for both the Infrastructure Facility and the TOD.</p>
B-8	Key Personnel Organization Chart (Form 6)	<p>The Proposer shall provide a functional Key Personnel list (Form 6) and organizational chart that provides the names of all Key Personnel and other significant personnel the Proposer wishes to qualify as Key Personnel, along with their relationships within the Proposer's Project Company organization.</p> <p>At a minimum, Key Personnel must include:</p> <ul style="list-style-type: none"> (i) Principal-in-Charge (ii) Lead Member's Project Manager (iii) Financing Member's Project Principal (iv) Affordable Housing Developer's Project Executive (v) Affordable Housing Developer's Project Manager (vi) Commercial Developer's Project Executive (vii) Commercial Developer's Project Manager (viii) Design-Builder's Principal-in-Charge (ix) Design-Builder's Design Manager (x) Design Builder's Design Architect (xi) Design-Builder's Construction Manager

		<p>(xii) Design-Builder's Safety Manager</p> <p>(xiii) Infrastructure Facilities Maintenance Principal-in-Charge</p> <p>(xiv) Infrastructure Facilities Maintenance Project Manager</p> <p>(xv) Property Manager Principal-in-Charge</p> <p>(xvi) Financial Advisor Principal-in-Charge</p> <p>(xvii) Financial Advisor Project Manager</p> <p>(xviii) Public Outreach Principal-in-Charge</p> <p>(xix) Public Outreach Project Manager</p> <p>For purposes of clarity, the Principal-in-Charge is the executive appointed by the relevant entity who is principally responsible for its role in the Proposer and Proposer Team, whereas the Project Manager is the individual responsible for managing the day-to-day activities of the Project on a full-time basis. All Key Personnel should have a minimum of 10 years of relevant experience.</p>
B-9	Key Personnel Narrative	<p>The Proposer shall provide a narrative that:</p> <ol style="list-style-type: none"> (1) Provides a detailed staffing plan that describes which Key Personnel and other named individuals will be involved in the delivery of the Preliminary Services, as well as those anticipated for each phase from design through the completion of all design-build-finance services and operations; (2) Clearly explains each Key Person's proposed role and how their qualifications and experience make them well suited for their assigned roles and contribute to ensuring Project budget and schedule goals; and (3) Describes relevant experience, as well as any prior experience working together with other Key Personnel or individuals identified on the organizational chart.
B-10	Key Personnel Resumes	<p>For each Key Person identified in section B-7 above, as well as any other Key Personnel that the Proposer so designates in its Proposal, the Proposer must submit a resume. Resumes shall be limited to two pages and must include the following information, at a minimum:</p> <ul style="list-style-type: none"> • Proposed position for the Project • Total number of years of relevant experience • Full name of individual • Firm for which individual works and role within that firm's organizational structure • Individual's current office location and proposed office location for the Project • Number of years with the individual's current firm • Relevant education or degrees • Relevant licenses/certifications

		<ul style="list-style-type: none"> • Work history: relevant work experience on projects similar in size and scope to the Project, as well previous experience working with the members of Proposer's team (include dates work was performed) • References: Proposer must provide three references for each individual. Each of the three references provided must be from different projects. References must be previous owners and or project participants (partners, lenders, investors, agencies), and must include the name, position, company or agency, and contact information (including a current email address and phone number). The Proposer must verify that all contact information provided is correct. RIPTA may elect to exclude from consideration any project experience that has incorrect reference or contact information.
B-11	Relationship Disclosure (Proposal Form 7)	Proposer shall disclose all relevant relationships by submitting a completed Proposal Form 7.
B-12	Statement of Ownership (Proposal Form 8)	Proposer shall complete and submit Proposal Form 7.
B-13	Equity, Inclusion and Diversity Subcontracting Plan	Proposers shall provide a draft Equity, Inclusion and Diversity Subcontracting Plan to be utilized during the design-build phase of the Project under the Project Agreement. The draft plan should demonstrate how the Proposer will make a good faith effort to award a total of 20% of the Design-Build Work that is subcontracted to entities other than the Design-Build Subcontractor to Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Emerging Small Business Enterprises (ESB), as properly certified within the State of Rhode Island Certification Office of Business Inclusion and Diversity. The minimum aspirational goal for each type of enterprise is as follows: 10% D/MBE, 5% D/WBE and 5% ESB.
B-15	Financial Information (Proposal Form 14)	<p>1. Financial Information – Financial Officer Certificate:</p> <p>Provide a completed <u>Form 14 (Financial Information - Financial Officer Certificate)</u> in accordance with the instructions on the Form, for each of the following:</p> <ul style="list-style-type: none"> (a) each Financing Member; (b) the Lead Design-Builder; (c) each Lead Design-Builder Member (if applicable); and (d) each Guarantor (if applicable) <p>2. Financial Statements</p> <p>Provide financial statements for the last three fiscal years for each of the following:</p> <ul style="list-style-type: none"> (a) each Financing Member;

		<p>(b) the Lead Design-Builder (or each Lead Design-Builder Member); and</p> <p>(c) each Guarantor (if applicable).</p> <p>Please note the following:</p> <p>(a) If the Proposer has provided a completed <u>Form GG2 (Financial Information - Financial Officer Certificate)</u> from any Guarantors, provide financial statements, on a consolidated basis, only for each Guarantor (not for both the Guarantor and its subsidiary).</p> <p>(b) As referred to in this RFP, "financial statements" include the following:</p> <ul style="list-style-type: none"> (i) opinion letter (auditor's report); (ii) balance sheet; (iii) income statement; (iv) statement of cash flow; and (v) footnotes. <p>(c) Submissions of financial statements must comply with the following requirements:</p> <ul style="list-style-type: none"> (i) Audited Financial Statements: Financial statements must be audited by a certified public accountant or equivalent for foreign entities. If audited financial statements are not available for any entity, provide unaudited financial statements for such entity, certified as true, correct and complete by its Chief Financial Officer or equivalent for that entity; (ii) GAAP/IFRS: Financial statements must be prepared in accordance with generally accepted accounting principles used in the United States ("GAAP") or International Financial Reporting Standards ("IFRS"). If any entity provides financial statements that are prepared in accordance with principles other than GAAP or IFRS, a letter must be provided from a certified public accountant, or equivalent, discussing the areas of the financial statements that would be affected by a conversion to GAAP or IFRS. RIPTA reserves the right to request clarification or additional information, as needed, in order to facilitate its review of those financial statements; (iii) New Entities: If any entity required to submit financial statements is a newly formed entity and does not have independent financial statements, such entity shall expressly state that it is a newly formed entity and does not have independent financial statements meeting the requirements above and shall provide financial statements otherwise consistent with those required hereby for each of its shareholders/Financing Members or if it is a new investment fund.; (iv) SEC Filings: If any entity for whom financial statements are submitted files reports with the US Securities and Exchange Commission, then such entity must provide electronic links to the
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		<p>most recently filed Forms 10-K, 10-Q and 8-K for all such reporting entities in lieu of hard copies;</p> <p>(v) English language and US Dollars: Information in the financial statements must be provided in the English language and specify all amounts in US Dollars, as applicable. If financial statements are prepared in a language other than English, an English translation must be provided. If financial statements are converted from a foreign currency into US Dollars, the conversion method(s) must be explained in an attachment and must be reasonable. Translation at the average period rate for income statements and cashflow statements and period end rate for balance sheet statements shall be appropriate; and</p> <p>(vi) Format: In addition to all other electronic information requested in this RFP, each Proposer must submit a copy of all financial statements electronically in searchable PDF format on a USB flash drive. Proposers must also submit standard unlocked and unprotected Microsoft Excel workbooks containing the balance sheet, income statement and statement of cash flows as disclosed in each set of the audited financial statements. For each entity providing financial statements, one worksheet should be used for each of the balance sheet, income statement and statement of cash flows, with figures for each of the three most recent years in separate columns, in chronological order, from left to right.</p> <p>3. Investment Capacity</p> <p>Provide supplemental information to the financial statements (as necessary) regarding any anticipated sources of equity investment for the Project investment (e.g., pension funds, private equity funds, minority-owned investment funds, construction companies, and facilities management providers), including investment capacity, available resources, approval processes, etc. If a Financing Member intends to fund any future equity commitment through use of internal resources, then please provide supplemental information to the financial statements (as necessary) of the Financing Member to demonstrate the existence of existing and/or committed capital capacity for the Project, including a description of corporate investment criteria and internal approval processes.</p>
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Package C – Project Approach

Section No.	Title	Contents
C-1	Project Understanding and Approach to Delivering Project Objectives (3 pages maximum)	<p>Provide a summary of the Proposer's understanding of the Project's program, key risks, and principal challenges and opportunities.</p> <p>The narrative should include the Proposer's understanding of the Project and its technical and financial challenges and opportunities; the Preliminary Services / progressive process as envisioned by RIPTA; current and expected market conditions for housing (affordable and market-rate) and financing of the Project's components; and, key drivers such as community and stakeholder outreach.</p>
C-2	Preliminary Services Approach (8 pages maximum)	<p>The Proposer shall submit a Preliminary Services approach narrative describing how the Project Company will manage and deliver the Preliminary Services.</p> <p>RIPTA will evaluate the Preliminary Services Approach based on the Proposer's ability to demonstrate an understanding of the approaches to successfully plan and execute the Preliminary Services, including describing the Proposer's processes and tools, and referencing real-world examples of project success. With reference to the requirements set forth in Appendix 1 (Scope of Basic Services) of the draft Preliminary Services Agreement, elements to address include, but are not limited to, the Proposer's approach to:</p> <ul style="list-style-type: none"> (i) project start-up activities; (ii) approach to delivering each Task and its sub-components; (iii) coordination with RIPTA; (iv) approach to scaling the commercial and TOD component of the project; (v) schedule management; (vi) approach to Project entitlements; (vii) risk identification/management/mitigation; (viii) project management tools and methods; and (ix) other.
C-3	Project Schedule (including Proposal Form 13) (3 pages, excluding charts)	<ul style="list-style-type: none"> (i) Provide a Project schedule for the Project, including a detailed schedule for the PSA phase (summarized in Proposal Form 12), and an indicative schedule for the construction phase, including both a narrative description and a Gantt chart, highlighting key milestones that demonstrate how the Proposer would meet or exceed RIPTA's overall schedule objectives and key milestones for the Project, including Substantial Completion of the Facility by 2026; (ii) Describe the anticipated key schedule risks and explain the schedule risk mitigation strategies the Proposer proposes for consideration during the PSA phase. Include a discussion of the proposed approach to schedule management. Discuss suggestions to optimize and accelerate schedule;

		<p>(iii) Describe the approach and timeline for securing Permits and other Project entitlements within the proposed schedule, identifying float and/or risk mitigation strategies; and</p> <p>(iv) Describe how the proposed approach demonstrates the Proposer's ability to work collaboratively and transparently with RIPTA throughout the PSA process, including obtaining approvals, to achieve and exceed the Project objectives detailed in Section 2.3.</p>
C-4	<p>Project Management Approach</p> <p>(maximum 4 pages)</p>	<p>The Proposer shall submit a project management approach narrative describing how the Project Company will manage and deliver the Project, including considerations around:</p> <ul style="list-style-type: none"> (i) Controlling the Project's budget; (ii) Providing a cost-effective and streamlined communication protocol with RIPTA that values collaboration and transparency (this includes day-to-day communications as well as monitoring and reporting); (iii) Implementing quality assurance and quality control policy and enforcement during design and construction; (iv) Providing efficient processes to determine existing site conditions (to document as a baseline condition), summarizing key activities that will be performed to obtain all key information and anticipated timeline; (v) Providing a clear process for any Project Company managed governmental approvals to limit the risk of delay or unforeseen permit conditions; (vi) Providing a clear process to review and incorporate stakeholder input and requirements into the Project, and to efficiently manage implementation of all requirements and conditions; and (vii) Describe any plans to office locally in RIPTA or Providence. Discuss which other offices will be used for particular work or services.
C-5	<p>Cost Savings Approach</p> <p>(maximum 3 pages)</p>	<p>Provide an approach to how the proposed commercial structuring and financing of the Project would resolve and optimize its value, with the goal of offsetting Transit Center or Infrastructure Facility costs. Discuss trade-offs and potential opportunities, using examples from other relevant projects, where possible.</p>
C-6	<p>Public and Stakeholder Outreach Workscope</p> <p>(maximum 4 pages)</p>	<p>Detail the proposed approach and plan for the provision of the public outreach workscope, detailing the Proposer's initial approach to ensuring that input from stakeholders will be incorporated into the final Project Design. In developing the proposed approach to public outreach, Proposers should take into account the requirements of the Public Outreach plan set forth in Attachment 1 (Project Requirements) to Appendix 1 of the Preliminary Services Agreement.</p> <p>In general the Proposer should describe the strategy, tools, mechanisms and procedures that the Proposer will employ to engage stakeholders on a consistent basis throughout the PSA process and into construction and how the Proposer proposes to work with RIPTA to solicit and incorporate public input into Project design. The Proposal should also describe proposed outreach strategies to engage communities around</p>

		affordable housing, community benefits programs, DBE contracting outreach, general real estate development, etc. Include a description of how key Project stakeholders would be integrated in the PSA phase, particularly with respect to the development of the Infrastructure Facility and TOD. Include an initial indicative outreach schedule identifying key milestones and outreach efforts, as well as the Proposer's approach to the development and updating of multilingual outreach materials.
C-7	Approach to Integrated Project Delivery <i>(maximum 3 pages)</i>	Provide an approach to resolving and managing anticipated key risks presented by the physical and commercial interfaces among the design-build, Infrastructure Facility Maintenance, and Property Management functions for the different components of the Project. Describe how the Proposer's past experiences with vertically integrated joint-development projects that accommodate different programs positively influence and shape the Proposer's approach on this Project to efficiently resolve its physical and commercial interface challenges and opportunities. Describe the Proposer's approach to identifying and delivering beneficial contributions to the community in connection with the TOD of the Project.
C-8	Approach to Design-Build Work, Cost Estimating & Risk Management <i>(maximum 6 pages)</i>	<p>(i) Provide a design approach, describing how the Proposer would achieve the objectives and technical requirements of the Project in a high-quality and cost-effective manner, within the context of the envisioned PDA process. The narrative must place special focus on the Transit Center as an essential asset for RIPTA's transit operations and describe how the specialized requirements of a modern and efficient transit facility would be addressed, including (but not limited to) achieving sustainability and resiliency goals;</p> <p>(ii) Describe the Proposer's approach to the process of developing alternative technical concepts, in the context of Task 1, and the design-build project delivery method more generally to maximize innovation and budget and schedule performance. Provide specific examples of past experience, as presented in the resumes of Key Personnel and the project experience included in the Proposal, to demonstrate the Proposer's performance with, and ability to implement, the proposed approach;</p> <p>(iii) Describe how the Proposer plans to maximize the value of BIM and integrate the information developed during the design and construction phases into a long-term asset management program;</p> <p>(iv) Describe the Proposer's approach to construction cost estimating. Specifically explain how Design-Builder's expertise and resources will be used to develop pricing throughout the PSA phase, including how the Project Company will determine what elements of the construction package to self-perform versus subcontract. Explain how progressive cost-estimating will lead to a final fixed-price proposal at the end of the PSA period. Explain how this relates to your cost-control methodology for delivering within the Project's fixed budget limit;</p> <p>(v) Describe the Proposer's approach to developing cost-control mechanisms that maintain delivery during the design-build stage within the Project's fixed budget limit established during the PSA period. The approach should address risk-mitigation strategies, with a</p>

		<p>clear description of the process and timeline that addresses the transition from the PSA phase to the design-build phase while satisfying the Project's schedule and budget goals;</p> <p>(vi) Describe the proposed a QA/QC process during both design and construction;</p> <p>(vii) Describe the proposed construction safety and security program; and</p> <p>(viii) Describe the proposed risk management and mitigation approach.</p>
C-9	<p>Approach to Facilities Management</p> <p>(maximum 4 pages)</p>	<p>The Proposer shall submit a Facilities Management approach narrative describing how the Project Company will approach both the Infrastructure Facilities Maintenance services and Property Management services.</p> <p>Elements to address include, but are not limited to:</p> <ol style="list-style-type: none"> (1) A general description of the overall approach to the delivery of the Facilities Management services for each of the Infrastructure Facility and the TOD, including the utilization of major subcontractors. (2) A description of the proposed Services Period quality-monitoring program including description of how the Project Company will manage performance of key subcontractors during this phase. (3) Describe how Infrastructure Facilities Maintenance services will interface with RIPTA's role as the owner and operator of the Transit Center and how the role will differ at the Transit Oriented Development. (4) Describe the Infrastructure Facilities Maintenance reporting system and the ability for RIPTA to access reports. (5) Describe the approach to major maintenance, repair and replacement, including life-cycle asset management. <p>Describe the involvement of the Facilities Management Major Participant in the development of the design and the execution of construction. Provide examples of how the life cycle considerations have influenced the conceptual design.</p>
C-10	<p>Financial Advisory Workscope</p> <p>(maximum 3 pages)</p>	<p>The Proposer shall submit a scope of work detailing its approach to advising RIPTA on funding and financing options for the Project, as well as its approach to structuring and securing committed private financing on behalf of the Project Company for the Project during the PSA period. The scope of work should identify how the Proposer will coordinate with RIPTA to identify, evaluate and select the optimal funding and financing options, including a proposed schedule of key deliverables.</p>
C-11	<p>Approach to Inclusivity, Labor and Community Benefits</p> <p>(maximum 3 pages)</p>	<ol style="list-style-type: none"> (i) Describe how the Proposer would customize its approach to satisfy the anticipated DBE requirements for this Project, as described in Section 2.8 of this RFP, as well as local hire or other such construction workforce development programs. (ii) Describe the Proposer's approach to managing labor relations. Provide specific examples of past experience, as presented in the resumes of Key Personnel and the project experience included in the Proposal, to

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		<p>demonstrate the Proposer's performance with, and ability to implement, the proposed approach.</p> <p>(iii) Describe the Proposers approach to Community Benefits and workforce development, including a description of how the programs will incorporate stakeholder input. Please provide examples from past projects.</p>
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Package D – Price Proposal

Section No.	Title	Contents
D-1	Design-Build Subcontractor Fee (Proposal Form P-1)	Complete and fill in all information required by Proposal Form P-1.
D-2	Operations Subcontractor Fee (Proposal Form P-2)	Complete and fill in all information required by Proposal Form P-2.
D-3	Return on Equity (Proposal Form P-3)	Complete and fill in all information required by Proposal Form P-3.
D-4	Preliminary Services Fee (Proposal Form P-4)	Complete and fill in all information required by Proposal Form P-4.

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Package E – Comments to Draft Preliminary Services Agreement and Term Sheet

Section No.	Title	Contents
E-1	Comments to the Draft Preliminary Services Agreement	<p>Proposers are directed to the Draft Preliminary Services Agreement, appendices and transaction forms set forth in Schedule 2 of this RFP. If a Proposer requires any modifications to specific language in the Draft Preliminary Services Agreement before executing such agreement, the Proposer shall provide written text and proposed edits as “track-changes” in Microsoft® Word or through another redline program comparison in this section.</p> <p>Comments to the Draft Preliminary Services Agreement will not be scored pursuant to Section 7 of this RFP. However, notwithstanding the Proposer’s right to comment on the Draft Preliminary Services Agreement, Proposers are required to base their Proposal on the terms and conditions of the Draft Preliminary Services Agreement. Accordingly, while RIPTA may negotiate any nonmaterial proposed changes to the terms and conditions of the Draft Preliminary Services Agreement, in no event will the acceptance or rejection by RIPTA of any suggested change result in an increase in the pricing offered by the Proposer in the Proposal. Price changes will be limited to those appropriate to any negotiated work scope changes.</p> <p>Any material changes to the Draft Preliminary Services Agreement will not be considered and may be deemed grounds for determining a Proposal to be nonresponsive.</p>
E-2	Comments to the Project Agreement Term Sheet	<p>Proposers are directed to the Project Agreement Term Sheet set forth in Schedule 3 of this RFP. If a Proposer objects to any requirement or principle articulated in the Project Agreement Term Sheet, the Proposer shall provide written text and proposed edits as “track-changes” in Microsoft® Word or through another redline program comparison in this section.</p> <p>Comments to the Project Agreement Term Sheet will not be scored pursuant to Section 5 of this RFP. However, any material changes to the Project Agreement Term Sheet may be deemed grounds for determining a Proposal to be nonresponsive if RIPTA, following clarification with the Proposer, determines such material change is unacceptable.</p>

SCHEDULE 2 – DRAFT PRELIMINARY SERVICES AGREEMENT

[attached separately]

SCHEDULE 3 – DRAFT TERM SHEET

[attached separately]

SCHEDULE 4 – PROPOSAL FORMS

SCHEDULE 4- RFP PROPOSAL FORMS

Technical Proposal Forms

Proposal Form 1	Proposal Transmittal Letter
Proposal Form 2	Major Participants
Proposal Form 3	Proposer Team Member List
Proposal Form 4	Confirmation of Minimum Qualifications
Proposal Form 5	Experience Summary
Proposal Form 6	Key Personnel List
Proposal Form 7	Relationship Disclosure Form
Proposal Form 8	Statement of Ownership
Proposal Form 9	Affidavit of Non-Collusion
Proposal Form 10	Certification of Restrictions on Lobbying
Proposal Form 11	EEO Compliance Certification
Proposal Form 12	Form of Proposal Security
Proposal Form 13	Schedule for Preliminary Services
Proposal Form 14	Financial Information – Financial Officer Certificate

Price Proposal Forms

Proposal Form P-1	Preliminary Services Fee
Proposal Form P-2	Design-Build Subcontractor Fee
Proposal Form P-3	Operations Subcontractor Fee
Proposal Form P-4	Return-on-Equity

PROPOSAL FORM 1

RIPTA

Dorrance Street Transit Center Joint Development Project

Proposal Transmittal Letter

(To be typed on Proposer's Letterhead)

Date: _____

Re: Proposal for the Dorrence Street Transit Center Joint Development

_____ (the "Proposer") hereby submits its Proposal in response to the Request for Proposals for a Public-Private-Partnership to Design-Build-Finance-Operate-Maintain the Dorrence Street Transit Center Joint Development Project ("RFP") issued by the Rhode Island Public Transit Authority ("RIPTA") on [date], as amended. Capitalized terms used and not defined herein have the meanings set forth in the RFP.

As a duly authorized representative of the Proposer, I hereby certify, represent, and warrant, on behalf of the Proposer Team and not in my personal capacity, as follows in connection with the Proposal:

1. The Proposer acknowledges receipt of the RFP and the following addenda:

<u>No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the Proposer. Attachment 1 to this transmittal letter is a Certificate of Authorization which evidences my authority to submit the Proposal and bind the Proposer.
3. All Major Participant Information is provided in Proposal Form 2.
4. All firms currently included as part of the Proposer Team are identified in Proposal Form 3.

5. Evidence that the Proposer meets the Minimum Qualifications set forth in Section 5.4.1.2 of the RFP is provided in Proposal Form 4.
6. All Key Personnel which are currently included as part of the Proposer Team are identified in Proposal Form 6.
7. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that RIPTA will rely on such information and statements in selecting the selected Proposer and executing the Preliminary Services Agreement and the Project Agreement.
8. No member of the Proposer Team is currently suspended, debarred or proposed for debarment from doing business with any governmental entity.
9. No member of the Proposer Team is currently suspended, debarred or proposed for debarment, declared ineligible or voluntarily excluded, from covered transactions by any Federal Department or Agency.
10. Proposer 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 (**Buy America**) for procurement of steel and manufactured products.
11. The Proposer has reviewed all of the engagements and pending engagements of the members of the Proposer Team and no potential exists for any conflict of interest or unfair advantage.
12. No person or broker has been employed or retained to solicit the award of the Preliminary Services Agreement or the Project Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the members of the Proposer Team.
13. Proposer is not included on the Comptroller General's Lists of Persons or Firms Currently Barred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.
14. Proposer Team members have not engaged in any practices that may result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration in connection with the submittal of this Proposal.
15. The Proposer, or applicable Proposer Team member, has all current and valid licenses, registrations and certificates required by applicable law to submit this Proposal and for provision of the services described in the RFP.
16. 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;
17. 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
18. 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.

19. The principal contact person who will serve as the interface between RIPTA and the Proposer for all communications is:

NAME:

TITLE:

ADDRESS:

PHONE

FAX:

E-MAIL:

20. Subject to the Proposer's right to provide non-material comments in its Proposal to the Preliminary Services Agreement and the Project Agreement Term Sheet, the Proposer agrees to the form of the Preliminary Services Agreement and the Project Agreement Term Sheet issued with the RFP, as amended, and has based its Proposal and all pricing thereto on such Preliminary Services Agreement and Project Agreement Term Sheet.
21. If selected, the Proposer agrees to negotiate in good faith to enter into a Preliminary Services Agreement, within the time period stipulated in Section 5.11 of the RFP, that reflects the substantive terms and conditions of the RFP and the Proposal.
22. The Proposer has submitted all Proposal Forms required to be submitted by the RFP and such Proposal Forms are a part of this Proposal.
23. The Proposer has carefully examined all documents constituting the RFP and the addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFP and such addenda, offers to furnish all labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with the RFP and the Proposal, all for the prices set forth in the Proposal Forms.
24. The Proposer understands that all costs and expenses incurred by it in preparing the Proposal and participating in the RFP process will be borne solely by the Proposer.

Name of Proposer

Name of Designated Signatory

Signature

Title

ACKNOWLEDGMENT BY NOTARY PUBLIC

(Notary Public)

State of _____

County of _____

On this _____ day of _____, 2023, before me appeared _____, personally known to me to be the person described in and who executed this Proposal Transmittal Letter and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed by official seal the day and year last written above.

Notary Public in and for the state of _____

(SEAL)

(Name printed)

Residing at _____

My commission expires _____

Attachment 1

CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of _____ in the State of _____, DO HEREBY CERTIFY that I am the Clerk/Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of _____; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals for the Dorrance Street Transit Center Joint Development Project, issued on January 17, 2023, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this _____ day of _____ 2023.

(Affix Seal Here)

Clerk/Secretary

* Note: Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal. Proposers shall make appropriate conforming modifications to this Certificate in the event that the signatory's address is outside of the United States.

PROPOSAL FORM 2

MAJOR PARTICIPANT INFORMATION

Name of Proposer Team: _____

[For each Major Participant, please complete tables MP1, MP2 and MP3. If information requested in relation to an entity is not relevant to such entity, state "Not Applicable".]

Table MP1. Team Member and Role

(1) Name of Team Member:	<i>[please provide]</i>
(2) Role:	<ul style="list-style-type: none">• Financing Member• Lead Design-Builder• Lead Design-Builder Member• Lead Operator• Lead Operator Member• Lead Affordable Housing Developer• Lead Affordable Housing Developer Member• Lead Commercial Developer• Lead Commercial Developer Member• Guarantor for <i>[provide entity name]</i>

Table MP2. Legal Information

(1) Type of Legal Entity:	<ul style="list-style-type: none">• Corporation• Limited liability company• Joint venture• Partnership• Other: <i>[Proposer to provide]</i> <p>If the entity is a limited liability company, joint venture or partnership, indicate the name of each member firm in the space below. Complete a separate <u>Form 3 (Major Participant Information)</u> for each member firm and include it with the Proposal.</p> <p>Names of member firms:</p> <p>1. _____</p> <p>2. _____</p>
(2) Year Established:	<i>[Proposer to provide]</i>
(3) Country (and where applicable State) of Organization or Formation:	<i>[Proposer to provide]</i>
(4) Dun and Bradstreet Number (DUNS #):	<i>[Proposer to provide]</i>

Table MP3. Corporate Information

(1) Business Address:

(2) Headquarters:

(3) Office Performing Work:

(4) Contact Telephone Number:

(5) Contact Person:

CERTIFICATION:

The undersigned certifies, by submission of this certification, that neither _____ 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.

AUTHORIZED REPRESENTATIVE:

Under penalty of perjury, I certify that the foregoing is true and correct, that I understand that the provisions of 31 U.S.C. Sections 3801 **ET SEQ.** are applicable thereto, and am the authorized representative of the entity to which this form relates:

By: _____

Print Name: _____

Title: _____

Date: _____

[End of Form 2]

PROPOSAL FORM 3

PROPOSER TEAM MEMBER LIST

(Provide the information requested on this form for each member of the Proposer Team. Add additional rows, as necessary.)

Proposer Name: _____

Major Participant	Firm/Entity	Guarantor (if any)
Lead Member		

Major Participant	Firm/Entity	Guarantor (if any)
Financing Member		
Financing Member		

Major Participant	Firm/Entity	Guarantor (if any)
Lead Design-BUILDER		
Lead Design Firm		
Lead Construction Firm		
Other Lead Design-Build Members (if any)		

Major Participant	Firm/Entity	Guarantor (if any)
Lead Operator		
Lead Operator Member (if any)		

Major Participant	Firm/Entity	Guarantor (if any)
Lead Affordable Housing Developer		
Lead Affordable Housing Developer Member (if any)		

Major Participant	Firm/Entity	Guarantor (if any)
Lead Commercial Developer		
Lead Commercial Developer Member (if any)		

Key Non-Major Participant	Firm/Entity
Financial Advisor	
Public Outreach	
Others (key subcontractor)	

PROPOSAL FORM 4

CONFIRMATION OF MINIMUM QUALIFICATIONS

Proposer to provide summary information to demonstrate that it complies with the Minimum Qualifications set out in Section 5.4.1.2 of this RFP. For each Project, please indicate the project name, location, responsible Major Participant, and role of Major Participant. RIPTA reserves the right to independently verify the information provided.

Financing Capacity and Experience	<i>[Confirm compliance of Lead Member or Financing Members with minimum qualifications threshold set out in Section 5.4.1.2 of this RFP.</i>	A. Project Experience <ol style="list-style-type: none"> 1. Project 1 2. Project 2 3. Project 3 4. Project 4 5. Project 5
Design-Build	<i>[Confirm compliance of Lead Design-Builder, or the Lead Design-Build Members collectively, with minimum qualifications threshold set out in Section 5.4.1.2 of this RFP]</i>	A. Project Experience <ol style="list-style-type: none"> 1. Project 1 2. Project 2 3. Project 3 B. Identify Key Personnel possessing experience of a minimum of three qualifying projects (and please list projects) C. Confirm Capacity to meet al local design-build licensing requirements.
Affordable Housing Development	<i>[Confirm compliance of Lead Affordable Housing Developer, or the Lead Affordable Housing Developer Members collectively, with minimum qualifications threshold set out in Section 5.4.1.2 of this RFP]</i>	A. Project Experience <ol style="list-style-type: none"> 1. Project 1 2. Project 2 3. Project 3
Commercial Development	<i>[Confirm compliance of Lead Commercial Developer with minimum qualifications threshold set out in Section 5.4.1.2 of this RFP]</i>	A. Project Experience <ol style="list-style-type: none"> 1. Project 1 2. Project 2 3. Project 3
Facilities Maintenance	<i>[Confirm compliance of Lead Operator, or the Lead Operator Members collectively, with minimum qualifications threshold set out in Section 5.4.1.2 of this RFP]</i>	A. Project Experience <ol style="list-style-type: none"> 1. Project 1 2. Project 2 3. Project 3

Financial Advisor	<i>[Confirm compliance of Financial Advisor with minimum qualifications threshold set out in Section 5.4.1.2 of this RFP]</i>	A. Confirm that Financial Advisor is qualified as a registered municipal advisor B. Relevant Project Experience <ol style="list-style-type: none"> 1. Project 1 2. Project 2 3. (may list up to 5)
Progressive Services	<i>[Confirm compliance of Lead Member and/or and/or Lead Design-Builder (or a Lead Design-Build Member) with minimum qualifications threshold set out in Section 5.4.1.2 of this RFP]</i>	1.

PROPOSAL FORM 5

EXPERIENCE SUMMARY

Please provide information for a minimum of five (5) projects on which the Major Participant has worked over the past 10 years in each category. Only include projects on which the Major Participant was at least 50% responsible for delivery of the project in each category.

Please try to limit the information to that requested in the Form itself. Additional information on reference projects for each category may be provided in the Technical Narrative Attachment to this Form.

The description should, at a minimum, give an overview of the project, and explain why the experience that the Major Participant gained on the project is relevant to the Project. Please also indicate on which projects multiple Major Participants have worked together.

Form 5.A. – Project Finance & Management Experience

Form 5.B. – Design-Build Experience

Form 5.B.(i) – Safety Performance Questionnaire

Form 5.C. – Affordable Housing Development Experience

Form 5.D. – Commercial Development Experience

Form 5.E. –Infrastructure Facilities Maintenance Experience

Form 5.F. – Financial Advisor Experience

Form 5.A. Project Finance and Management Experience

[Using the format below, please provide detailed information on each project for which the Team Leader (or a Financing Member) was legally contracted either individually as a corporate entity or as one of the major companies within an association, for leading and securing financing for a project with characteristics similar to that contemplated under this Project, with an emphasis on transit centers, TOD and other public infrastructure. Each project table should be limited to two pages. Proposers are also encouraged to submit a summary table highlighting relevant P3 project management and financing experience. The summary table may include any relevant projects in which financial close has occurred within the past 10 years]:

Lead Member:	
Project Name & Location	Project Capital Cost
Project Owner	Date of Financial Close
Capital Structure	Debt amount and source(s)
	Equity amount (and sources)
Construction Start Date / Completion date (or % of works completed as of March 1, 2023)	Level of Lead Member's / Financing Member's Participation in Financing
Name of associated companies, if any:	Contractual arrangement (design-build-finance, DBFOM, etc.) and compensation structure (availability payment, milestone payment, demand-risk, pay-go, etc.)
Narrative description of Project: [Please provide an overview of the Project, indicating why this is relevant to the scope of services envisioned in the RFP, and how the role the Financing Member held in the Project. Please highlight outcome of work performed, including key project metrics, awards or accolades, etc.]	
Description of role and services provided on the Project by any proposed Key Personnel	
Owner Reference: (please include name, title, email and phone)	

Form 5.B. Design-Build Experience

[Using the format below, please provide detailed information on each project for which the Lead Design-Builder (or Lead Design-Builder Member) was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out design, engineering, and construction services similar to that contemplated under this Project, with an emphasis on transit centers, TOD and other public infrastructure. Each project table should be limited to two pages. Proposers are also encouraged to submit a summary table highlighting relevant design-build experience. The summary table may include any relevant projects undertaken in the past 10 years (even if not detailed in this form 5.B.)]

Major Participant name:	
Project name:	Project Cost: [including original Contract Amount, Final Contract Amount and % Change]
Project Location:	Project Duration: [start and completion dates] ¹
Client or Owner Information: ²	Description of Specific Roles and Responsibilities:
Level of Major Participant's Participation: ³	Current Project Status
Name of associated companies, if any:	Contractual arrangement (design-bid-build, design-build, design-build-finance, DBFOM, etc.) and compensation structure (availability payment, milestone payment, pay-go, etc.)
Narrative description of Project:	

¹ Dates should only reflect period of time in which the Major Participant was involved in the project.

² Include client contact information for reference checks. It is the responsibility of the Proposer to ensure that contact information is accurate.

³ Quantify the Major Participant's participation in monetary terms and as percentage of total work performed.

[Please provide an overview of the Project, indicating why this is relevant to the scope of services envisioned in the RFP. Please highlight outcome of work performed, including key project metrics, awards or accolades, etc.]

Description of role and actual services provided on the Project by any proposed Key Personnel:

Owner Reference: (please include name, title, email and phone)

FORM 5.B.(i) – DESIGN-BUILDER SAFETY PERFORMANCE QUESTIONNAIRE

Please note that this Form 5.B.(i) must be completed for the Lead Design-Builder and for each Lead Design-Builder Member. If Information requested in relation to an entity is not relevant to such entity, state "Not Applicable".

SAFETY PERFORMANCE QUESTIONNAIRE			
Proposer Name: (1) Name of Team Member: (2) Role:		<input type="checkbox"/> Lead Design-Builder <input type="checkbox"/> Lead Design-Builder Member	
Provide the number of injuries and illnesses for the last three years.			
YEAR	2020	2021	2022
a. Number of Fatalities	_____	_____	_____
b. Lost Work Day Incident Rate ¹	_____	_____	_____
c. OSHA Recordable Incident Rate ²	_____	_____	_____
d. Number of Hours Worked	_____	_____	_____
e. Total Number of Employees on Payroll	_____	_____	_____
¹ Use the following formula for calculating the Lost Work Day Incident Rate:	$= \frac{\text{Number of Lost Work Day Cases} \times 200,000}{\text{Number of Hours Worked}}$		
² Use the following formula for calculating the OSHA Recordable Incident Rate:	$= \frac{\text{Number of OSHA Recordable Cases} \times 200,000}{\text{Number of Hours Worked}}$		
2. List your company's Worker's Compensation ("WC") Experience Modification Rate ("EMR") for the last three years:			
Year	EMR		
a. 2022	_____		
b. 2021	_____		

SAFETY PERFORMANCE QUESTIONNAIRE

c. 2020

d. Provide a letter from your WC insurance carrier certifying the above EMRs.

3. Has your company received an OSHA (or State OSHA) citation within the last five years? Yes ____ No ____

If yes, provide the following information below:

- a. The number and type of violations: _____
- b. The penalties assessed by OSHA: _____
- c. Were the citations contested/vacated? _____

Form 5.C. Affordable Housing Developer Experience

[Using the format below, please provide detailed information on each project for which the Lead Affordable Housing Developer (or Affordable Housing Developer Member) was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out the planning, development, financing, and management of affordable housing projects involving the federal Low Income Housing Tax Credit program (or similar). Each project table should be limited to two pages. Proposers are also encouraged to submit a summary table highlighting relevant affordable housing developer experience. The summary table may include other relevant projects undertaken in the past 10 years.]

Major Participant name:	
Project name & Location	Project Capital Cost:
Project Location:	Project Duration: [start and completion dates] ⁴
Description of Specific Roles and Responsibilities	Project Financing Structure
Name of associated companies, if any:	Current Project Status
Narrative description of Project: [Please provide an overview of the Project, indicating why this is relevant to the scope of services envisioned in the RFP. Please highlight outcome of work performed, including key project metrics, awards or accolades, etc.]	
Description of role and actual services provided on the Project by any proposed Key Personnel:	
Owner Reference: (please include name, title, email and phone)	

⁴ Dates should only reflect period of time in which the Major Participant was involved in the project.

Form 5.D. Commercial Developer Experience

[Using the format below, please provide detailed information on each project for which the Lead Commercial Developer (or Commercial Developer Member) was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out the planning, development, financing, and property management of projects combining housing and mixed-use real estate development with public infrastructure. Each project table should be limited to two pages. Proposers are also encouraged to submit a summary table highlighting relevant commercial developer experience. The summary table may include other relevant projects undertaken in the past 10 years.]

Major Participant name:	
Project name & Location	Project Capital Cost:
Project Location:	Project Duration: [start and completion dates] ⁵
Description of Specific Roles and Responsibilities	Project Financing Structure
Name of associated companies, if any:	Current Project Status
Narrative description of Project: [Please provide an overview of the Project, indicating why this is relevant to the scope of services envisioned in the RFP. Please highlight outcome of work performed, including key project metrics, awards or accolades, etc.]	
Description of role and actual services provided on the Project by any proposed Key Personnel:	
Owner Reference: (please include name, title, email and phone)	

⁵ Dates should only reflect period of time in which the Major Participant was involved in the project.

Form 5.E. Infrastructure Facilities Maintenance Experience

[Using the format below, please provide detailed information on each project for which the Lead Maintenance Provider (or Lead Maintenance Provider Member) was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out asset management (life-cycle maintenance, repair and replacement) similar to the services contemplated under this Project, with an emphasis on transit or transportation facilities, social sector facilities, etc. Each project table should be limited to two pages. Proposers are also encouraged to submit a summary table highlighting relevant infrastructure facilities maintenance experience in the past 10 years.]

Project name:	Project Size and Scope: [size and type of facilities under maintenance contract]
Project Location:	Project Duration: [start and completion dates]
Client or Owner:	Level of Major Participant's Participation:
Name of associated companies, if any:	Contractual arrangement (service agreement, O&M contract, DBFM, etc.) and compensation structure (performance-based availability payment, fixed fee, etc.)
Scope of Services: [Please describe responsibilities assigned to Major Participant, such nature and extent of maintenance services, etc.]	
Narrative description of Project: [Please provide an overview of the Project, indicating why this is relevant to the scope of services envisioned in the RFP.]	
Description of role and actual services provided on the Project by any proposed Key Personnel:	
Owner Reference: (please include name, title, email and phone)	

Form 5.F. Financial Advisor Experience

[Please provide detailed information on relevant projects or engagements in which the Financial Advisor was legally contracted to provide funding and financial advisory services to either public agencies or a lead member of the P3 entity similar to those services contemplated under this Project (with an emphasis on financial advisory services provided to transit or transportation agencies). Proposers are also encouraged to submit a summary table highlighting relevant financial advisory experience in the past 10 years.]

Financial Advisor:	
Project Name & Location	Project or Portfolio cost:
Client name and relationship to project (i.e., owner, P3 entity, equity investor, etc.)	Date of Financial Close (if relevant)
Capital Structure	Delivery Structure (i.e., DBFOM, DBB, etc.)
Name of associated companies, if any:	arrangement (design-build-finance, DBFOM, etc.) and compensation structure (availability payment, milestone payment, demand-risk, pay-go, etc.)
Narrative description of Project or Engagement: [Please provide an overview of the Project or Engagement, indicating why this is relevant to the scope of services envisioned in the RFP, and describing the services provided by the Financial Advisor. Please highlight outcome of work performed, including securing federal grants and loans, value-capture initiatives, etc.]	
Description of role and services provided on the Project by any proposed Key Personnel	
Owner Reference: (please include name, title, email and phone)	

PROPOSAL FORM 6

KEY PERSONNEL LIST

Please provide the names of all Key Personnel, as well as any other significant personnel the Proposer wishes to propose as Key Personnel, along with their relationships within the Proposer's Project Company organization. At a minimum,

Key Position	Proposed Person	Major Participant Affiliation / Employer
(i) Lead Member Principal-in-Charge		
(ii) Lead Member's Project Manager		
(iii) Financing Member's Project Principal		
(iv) Affordable Housing Developer's Project Executive		
(v) Affordable Housing Developer's Project Manager		
(vi) Commercial Developer's Project Executive		
(vii) Commercial Developer's Project Manager		
(viii) Design-Builder's Principal-in-Charge		
(ix) Design-Builder's Design Manager		
(x) Design Builder's Design Architect		
(xi) Design-Builder's Construction Manager		
(xii) Design-Builder's Safety Manager		
(xiii) Infrastructure Facilities Maintenance Principal-in-Charge		
(xiv) Infrastructure Facilities Maintenance Project Manager		
(xv) Property Manager Principal-in-Charge		
(xvi) Financial Advisor Principal-in-Charge		
(xvii) Financial Advisor Project Manager		
(xviii) Public Outreach Principal-in-Charge		
(xix) Public Outreach Project Manager		

All Key Personnel should have a minimum of 10 years of relevant experience.

PROPOSAL FORM 7

RELATIONSHIP DISCLOSURE

This must be completed by each Proposer Team Member and Key Personnel (including firms and individuals).

The Proposer declares that:

1. The Proposer has reviewed the list of members of the Consultant Support Team.
2. The following is a full disclosure of all relationships that the Proposer has with:
 - a. any member of the Consultant Support Team or their current or former employees, shareholders, directors or officers; or
 - b. employees (both current or former) of RIPTA or individuals of firms who have been involved in the Project (including developing specifications, the RFP, evaluation factors or similar documents), that could constitute a conflict of interest or unfair advantage.

Name of Party / Person	Details of the Nature of the Proposer's relationship with the listed Party/Person <i>(e.g. Proposer was an employee to the member of the Consultant Support Team from 2021-2022)</i>

PROPOSAL FORM 8

STATEMENT OF OWNERSHIP

The Proposer is (check one):

☐ Individual ☐ Partnership ☐ P.A. ☐ P.C. ☐ L.L.C. ☐ L.L.P.

☐ Corporation ☐ Joint Venture ☐ Other (specify): _____

I certify that:

☐ No individual person or entity owns a 10% or greater interest in the Proposer.

OR

☐ The names and addresses of all persons and entities who own a 10% or greater interest in the Proposer are as follows:

NAME⁽¹⁾

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

☐ Check here if additional sheets are attached.

☐ Check here to certify that no person or entity, **except for those already listed above or on any attached sheets**, owns a 10% or greater interest in the Proposer.

Name of Proposer

Designated Signatory

Signature

Title

(1): If an entity owns (or anticipates owning) a 10 percent or greater interest in the Proposer, list all owners of 10 percent or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10 percent or greater interest in each listed entity has been disclosed.

PROPOSAL FORM 9

AFFIDAVIT OF NON-COLLUSION

(To be typed on Proposer's Letterhead)

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.

Name

Address

City, State, Zip

Signature of Authorized Official

Date Authorized

Subscribed and sworn before me this _____ day of _____, 2023

Notary Public

My commission expires _____

PROPOSAL FORM 10

CERTIFICATION OF RESTRICTIONS ON LOBBYING

(To be typed on Proposer's Letterhead)

I, _____, hereby certify on
(Name/title of Proposer's Authorized Official)

behalf of: _____ that:
(Name of Proposer)

- 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 _____, 2023.

By _____
(Signature of Authorized Official)

PROPOSAL FORM 11

EEO GENERAL COMPLIANCE CERTIFICATE

(To be typed on Proposer's Letterhead)

- (i) The undersigned Proposer 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 in the execution of any contract resulting from this procurement. The undersigned also hereby confirms that any failure to comply will be considered a substantial breach of the contract.
- (ii) The undersigned Proposer hereby confirms that it understands 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-contractor for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).
- (iii) If awarded the contract as a result of this procurement, the undersigned Proposer acknowledges its obligation 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.
- (iv) If awarded the contract as a result of this procurement, the undersigned Proposer acknowledges its obligation 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.
- (v) The Proposer hereby acknowledges that 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**.
- (vi) The undersigned Proposer understands and acknowledges that it will participate in a Post Award Conference for the Implementation of Affirmative Action prior to the execution of any contract resulting from this procurement.

AUTHORIZED REPRESENTATIVE:

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the authorized representative of the entity to which this form relates:

By: _____

Print Name: _____

Title: _____

Date: _____

Proposer: _____

Proposal: RFP No. 23-22 Dorrance Street Transit Center

PROPOSAL FORM 12

FORM OF PROPOSAL SECURITY

PROPOSAL LETTER OF CREDIT

[Issuing Financial Institution's Letterhead with Name and Address]

IRREVOCABLE LETTER OF CREDIT

Date

Purchasing Department
Rhode Island Transit Authority
[address]

Attn: Mr. John Chadwick, Executive Director of Procurement

Re: Proposal Security Letter of Credit (RFP No. 23-22)

Ladies and Gentlemen,

At the request and for the account of _____ [the "Proposer"], we hereby establish in your favor, our irrevocable Letter of Credit No. [_____] (the "Letter of Credit") in the amount of U.S. \$150,000 (one hundred and fifty thousand dollars),⁶ (as such amount may be reduced as stated herein, the "Stated Amount"), effective immediately and expiring at the close of business (Eastern time) on [_____, 2023 (the "Stated Termination Date")].⁷ All drawing under this Letter of Credit shall be paid with our own funds.

We hereby irrevocably authorize you to draw on us, in an aggregate amount not to exceed the Stated Amount and in accordance with the terms and conditions set forth herein, in one or more drawings in substantially the form of Annex A attached hereto, completed and signed by one purporting to be your duly authorized representative (any such certificate being your "Drawing Certificate"), an aggregate amount not exceeding the Stated Amount, representing amounts payable to you by the Proposer under RIPTA Dorrance Street Transit Center Joint Development Project Request for Proposals No. 23-22, as amended (the "RFP").

⁶ Note to Proposers. All letters of credit must be in an aggregate amount equal to \$150,000. Individual letters of credit may be edited to reflect their actual credit coverage, but failure to provide a proposal security in the amount stipulated in Section 4.9.1. of the RFP will result in a non-responsive Proposal.

⁷ Note to Proposers: The Stated Termination Date must be at least 180 days (which is the Proposal Validity Period) after the Proposal Submission Deadline.

Each Drawing Certificate drawn under this Letter of Credit must be dated as of the date of presentation on a Business Day and bear on its face the clause "Drawn under [*insert name of Bank*] Irrevocable Letter of Credit No [____]". As used herein, the term "Business Day" means any day, other than a Saturday or Sunday or other day on which we at our designated office are authorized or required by law or executive order to close.

Funds under this Letter of Credit shall be available to you against receipt by us of your Drawing Certificate. Presentation of any such Drawing Certificate by one purporting to be your duly authorized representative shall be made via mail or courier delivery to our office located at:

[Bank Name and Address]

Attention: Letter of Credit Department

Telephone: _____

Email: _____

Facsimile: _____

Demand for payment hereunder may also be made by facsimile transmission of the Drawing Certificate, at the facsimile number state above, to [____], Attention: Letter of Credit Department. If presentation is made by facsimile transmission, original documents are not required, and the facsimile transmission will constitute the operative Drawing Certificate. You may contact us at the number shown above or by email to confirm receipt of the transmission. Your failure to seek such a confirmation does not affect our obligation to honor such a presentation.

A Drawing Certificate strictly conforming to the terms and conditions hereof presented as permitted hereunder by 11:00 a.m. (Eastern time), on a Business Day, will be honored by our payment to you of the amount specified in such Drawing Certificate, in immediately available funds, not later than 3:00 p.m. Eastern time) on the second Business Day thereafter or such later Business Day as you may specify. A Drawing Certificate strictly conforming to the terms and conditions hereof presented as permitted hereunder after 11:00 a.m. (Eastern time), on a Business Day, will be honored by our payment to you of the amount specified in such Drawing Certificate, in immediately available funds, not later than 1:00 p.m. (Eastern time), on the third Business Day thereafter or on such later Business Day as you may specify. If requested by you, payment under this Letter of Credit may be made by wire transfer of Federal Reserve Bank funds to your account in a bank on the Federal Reserve wire system or by deposit of immediately available funds into an account that you maintain with us.

Upon honoring a Drawing Certificate presented by you hereunder, the Stated Amount shall be automatically and permanently decreased by the amount stated in such Drawing Certificate.

Only you may make a drawing under this Letter of Credit. Upon any payment to you of the amount demanded hereunder, we shall be fully discharged of our obligation under this Letter of Credit with respect to such demand for payment, and we shall not thereafter be obligated to make further payments under this Letter of Credit with respect to that payment to you.

Except as set forth in the next paragraph and the certificate referred to herein, this Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the RFP); and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement, except as set forth in the next paragraph and for the certificate referred to herein.

To the extent not inconsistent with the express terms hereof, this Letter of Credit is governed by and is to be construed in accordance with the International Standby Practices 1998, International Chamber of Commerce Publication 590 ("ISP98"), as interpreted by the laws of the State of New York. As to matters not governed by ISP98, this Letter of Credit is governed by and construed in accordance with the law of the State of New York, including without limitation Article 5 of the Uniform Commercial Code as in effect on the date hereof in the State of New York.

Sincerely,

Name of Bank

Signature

Name of Signatory

Title (*authorized officer*)

PROPOSAL FORM 13

SCHEDULE FOR PRELIMINARY SERVICES

The Preliminary Services will be completed by the following date: _____

Each of the Preliminary Services tasks are expected to commence and be completed by the following dates:

Preliminary Services Task	Commencement Date	Completion Date
Task #1: Initial Due Diligence & Options Package	_____	_____
Task #2: Basis of Design Package	_____	_____
Task #3: 30% Submittal Package	_____	_____
Task #4: 60% Submittal Package	_____	_____
Task #5: Definitive Project Submittal	_____	_____

The Proposer shall attach a narrative that includes the job description, nature of the task, and the basis for the completion date of each task above, including hours and all other assumptions for each task made to prepare the Preliminary Services schedule.

Proposers may also provide additional optional tasks or subtasks to this Proposal Form. Such additional optional tasks or subtasks should reflect additional diligence during the Preliminary Services period that the Proposer believes will result in Project savings for RIPTA.

Name of Proposer

Name of Designated Signatory

Signature

Title

PROPOSAL FORM 14

PROPOSER FINANCIAL INFORMATION – FINANCIAL OFFICER CERTIFICATE

Instructions

Proposers must complete a separate Form 14 (Financial Information – Financial Officer Certificate) for each of the following:

- (a) *each Financing Member;*
- (b) *the Lead Design-Builder;*
- (c) *each Lead Design-Builder Member (if applicable); and*
- (d) *each Guarantor of a Financing Member, the Lead Design-Builder or Lead Design-Builder Member (if applicable).*

Form of the Financial Officer's Certificate

I, [Name], the [Title]⁸ of [Name of Financing Member, Lead Design-Builder or Lead Design-Builder Member] (the "**Company**") [and the [Title] of [Name of Guarantor Entity] (the "**Guarantor**")]⁹, do hereby certify as of [Date] that:

- (a) This Certificate is being executed and delivered in connection with the Request for Proposals submitted by [Proposer] (the "**Proposal**") in response to the Request for Proposals No. 23-22 (the "**RFP**") issued by RIPTA for the Dorrance Street Transit Center Joint Development Project.
- (b) As to the matters herein set forth below, I either have personal knowledge or have obtained information from officers or employees of the Company [and the Guarantor] in whom I have confidence and whose duties require them to have personal knowledge thereof. I make the certifications herein to RIPTA pursuant to the requirements of the RFP with the intent and understanding that they will be relied upon by RIPTA as a basis for the evaluation of the Proposal as contemplated by the RFP.
- (c) **[Guarantor Support:** It is the intention of the Guarantor to support the Company with the financial, human resources and other support needed by the Company to successfully satisfy its obligations in respect of the RIPTA Dorrance Street Transit Center Joint Development P3 if the Proposer were to become the Project Company.]
- (d) **Audited Financial Statements:** The audited financial statements provided by [the Company] [the Guarantor] pursuant to Package B (Submittal Requirements) in the RFP for the fiscal years ended [●], [●] and [●] are complete and correct copies thereof. Where [the Company] [the Guarantor] has provided unaudited financial results, such financial results present fairly, in all material respects, the financial position and results of operations and cash flows of [the Company] [the Guarantor and its consolidated subsidiaries, including the Company,] as of such dates and for such periods. [The Company] [The

⁸ This Certificate should be provided by the Company's Chief Financial Officer, treasurer, or other similar financial officer. If the Company does not have this type of corporate officer internally and will rely on the financial officer of an Affiliated or unaffiliated entity, such as an investment advisor or financial manager, both the financial officer delivering this certificate and a duly authorized signatory of the Company must sign this certificate.

⁹ Each Major Participant of the Proposer should provide its own separate Certificate. However, if any such company is proposing a Guarantor, only one consolidated Certificate is required for the Guarantor and its guaranteed entity. If a company has no Guarantor, all references to "Guarantor" should be deleted from this Certificate.

Guarantor] has no material contingent liabilities or unusual forward or long-term commitments not disclosed therein.

- (e) **Off-Balance Sheet Liabilities:** The [Company][Guarantor] does not have any material off-balance sheet liabilities [other than the following: [●]].
- (f) **Financial Information Summary:** Attached hereto as Annex A is a completed financial information summary relating to [the Company] [the Guarantor and its consolidated subsidiaries, including the Company], which has been prepared based on the information from its audited financial statements and other sources, if not included in its audited financial statements. All the information provided in the attached Annex A is complete and correct to the best of my knowledge.
- (g) **Bankruptcy/insolvency proceedings:** [There has been no Insolvency Event relating to the Company [or Guarantor] or any of its Affiliates which has occurred within the most recent three fiscal years (whether or not such proceeding was ultimately dismissed).] [Attached hereto as Annex B is a detailed description of an Insolvency Event relating to [Entity Name].]¹⁰ For the purposes of this certification, "**Insolvency Event**" means any voluntary or involuntary bankruptcy, insolvency, liquidation, restructuring, suspension of payments, scheme of arrangement, appointment of provisional liquidator, receiver or administrative receiver, resolution or petition for winding-up or similar proceeding, under any applicable law, in any jurisdiction.
- (h) **Material Changes in Financial Condition:** [No material change in the financial condition of the Company [or Guarantor] has occurred or is projected to occur, as applicable:
- (i) within the most recently completed three fiscal years that is not reflected in its audited financial statements; or
 - (ii) since the date of its audited financial statements for its most recently completed fiscal year; or

[Attached hereto as Annex C is a detailed description of material changes in the financial condition of [the Company] [the Guarantor].]¹¹

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate as of the date first written above.

Name:

Title:

¹⁰ Complete the appropriate certification and delete the sentence that is not applicable. Do not provide an Annex B if there is no Insolvency Event to disclose.

¹¹ Complete the appropriate certification and delete the sentence that is not applicable. Do not provide an Annex C if there is no material change in financial condition to disclose. Further instructions regarding material changes are provided in Annex C.

Annex A to Financial Officer's Certificate: Financial Information Summary¹²

Entity: _____

Proposer Role: _____

FY End	Total Revenues	Pre-Tax Profit	Fixed Assets	Total Assets ¹³	Contingent Liabilities	Long-Term Liabilities	Short-Term Liabilities	Net Assets	Tangible Net Worth	Long Term Leverage ¹⁴

Rating Agency	Rating ¹⁵
[Rating agency name]	
[Debt of the [Company][Guarantor] is not rated by any major credit rating agency.]	
[[Company][Guarantor] has no debt]	

¹² Specify amounts in units of 100,000 US Dollars.

¹³ Exclude goodwill and intangibles.

¹⁴ Calculate Long Term Leverage as Long-Term Liabilities / Net Assets.

¹⁵ If applicable, Major Participants should provide a copy of their most recent credit report.

Annex B to Financial Officer's Certificate: Insolvency Event

[Relevant Proposer entity to provide details, as relevant]

Annex C to Financial Officer's Certificate: Material Change in Financial Condition

[Major Participants to provide details]

Instructions

If applicable, this Annex C shall include the following details regarding material changes in the Company or Guarantor's financial condition:

- (a) a description of each material change, actual and projected, and any related changes or disruptions in executive management;
- (b) actual and projected impacts on the affected entity's organizational and financial capacity and its ability to remain engaged in this procurement and submit a responsive proposal; and
- (c) a detailed description of any other projected impacts, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead, including the likelihood that the circumstances of the change or impacts thereof will continue during the Project term.

Estimates of the impact on revenues, expenses and the change in equity must be provided separately for each material change. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes. Where a material change will have a negative financial impact, the affected entity must describe measures that would be undertaken to insulate the Project from any recent material changes and those currently in progress or reasonably anticipated in the future. If its financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity must describe measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Set forth below is a list of examples of what RIPTA considers to be a material change in financial condition:

- (a) a change in the tangible net worth of 10% or more of net assets;
- (b) a sale, merger or acquisition exceeding 10% of the value of net assets prior to the sale, merger or acquisition which in any way involves the affected entity or its parent company or Guarantor;
- (c) a change in credit rating for the affected entity or its parent company or Guarantor;
- (d) inability to meet material conditions of loan or debt covenants by the affected entity or its parent company or Guarantor that has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations or additional credit support from shareholders or other third parties;
- (e) in the current and three most recent completed fiscal years, the affected entity or its parent company or Guarantor either:
 - i. incurred a net operating loss;
 - ii. sustained charges exceeding 5% of the then net assets due to claims, changes in accounting, write-offs or business restructuring; or
 - iii. implemented a restructuring/reduction in labor force exceeding 5% of employees or involved the disposition of assets exceeding 10% of the then-net assets); and
 - iv. other events known to the affected entity which represents a material change in financial condition over the past three years or may be pending for the next reporting period.

RIPTA may, in its sole discretion, disqualify any Proposer who fails to disclose a prior or pending material change.

PROPOSAL FORM P-1

PRELIMINARY SERVICES FEE

The Preliminary Services Fee, in US dollars, for the Preliminary Services (identified in Appendix 1 of the Preliminary Services Agreement), is:

_____ Dollars (\$_____)

The breakdown of the Preliminary Services Fee is:

Preliminary Services Task	Percent of the Preliminary Services Fee	Amount
Task #1: Initial Due Diligence & Options Package	____%	\$_____
Task #2: Basis of Design Package	____%	\$_____
Task #3: 30% Submittal Package	____%	\$_____
Task #4: 60% Submittal Package	____%	\$_____
Task #5: Definitive Project Submittal	____%	\$_____
TOTAL	100%	

The Preliminary Services Fee set forth herein is inclusive of all direct and indirect costs.

Name of Proposer

Name of Designated Signatory

Signature

Title

PROPOSAL FORM P-2

DESIGN-BUILD SUBCONTRACTOR FEE

The Proposer shall provide its proposal for the Design-Build Subcontractor Fee on this Proposal Form. The Design-Build Subcontractor Fee is the Design-Build Subcontractor's proposed mark-up to be applied to the actual expected open-book design-build costs established in the Definitive Project Submittal in order to develop the compensation payable for the Design-Build Work. The Design-Build Subcontractor Fee that will be inserted into the financial model developed as part of the Definitive Project Submittal and more specifically represents the amount attributable to profit, risk, mark-up and general or indirect overhead that the Design-Builder may incur in connection with or related to the Design-Build Work.

Design-Build Subcontractor Fee _____%

Name of Proposer

Name of Designated Signatory

Signature

Title

PROPOSAL FORM P-3

OPERATIONS SUBCONTRACTOR FEE

The Proposer shall provide its proposal for the Operations Subcontractor Fee on this Proposal Form. The Operations Subcontractor Fee is the Operations Subcontractor's proposed mark-up to be applied to the actual expected open-book costs established in the Definitive Project Submittal in order to develop the compensation payable for the Operation Services during the Project's Term. The Operations Subcontractor Fee that will be inserted into the financial model developed as part of the Definitive Project Submittal and more specifically represents the amount attributable to profit, risk, mark-up and general or indirect overhead that the Operations Subcontractor may incur in connection with or related to the Operation Services.

Operations Subcontractor Fee _____%

Name of Proposer

Name of Designated Signatory

Signature

Title

PROPOSAL FORM p-4

RETURN-ON-EQUITY

The Proposer shall provide its proposed Return-on-Equity on this Proposal Form. The Return-on-Equity is the Project Company's required average rate of return on shareholder equity invested in the Project which will be calculated as an output in the financial model developed as part of the Definitive Project Submittal. The Return-on-Equity shall reflect the blended equity internal rate of return, calculated on an after-tax basis at the level of the Project Company.

Return-on-Equity _____ %

Name of Proposer

Name of Designated Signatory

Signature

Title

SCHEDULE 5 – SCOPE OF BASIC SERVICES

RIPTA Dorrance Street Transit Center Joint Development Project

Preliminary Services Agreement

APPENDIX 1 SCOPE OF BASIC SERVICES

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Attachment 1— Project Technical Requirements

1. Programmatic Design Requirements
2. Public Communications and Outreach Requirements

Attachment 2—Program and Design Guidelines

1. Design Guidelines
2. Illustrative Program Description

RIPTA Dorrance Street Transit Center Joint Development Project

Preliminary Services Agreement

APPENDIX 1 SCOPE OF BASIC SERVICES

A. General Requirements

A.1. Scope of Basic Services

Unless specifically excluded from the Preliminary Services Agreement, the Project Company shall provide to RIPTA all project management, architectural, engineering, geotechnical, landscape, cost estimating, financial advisory, public outreach and other professional services necessary to perform the Basic Services required by this Agreement. Each task set forth in this Appendix describes the activities and deliverables required during each stage of the Preliminary Services. The Project Company shall be required to undertake such tasks and activities, as well as perform any services reasonably inferred or necessary to deliver such tasks and activities, within the Preliminary Services Fee set forth in the Preliminary Services Agreement.

A.2. Deliverable Material

Required Deliverable Material for each Task is identified in this Appendix. All Deliverable Material identified in this Appendix shall be reviewed with representatives of RIPTA. The Project Company shall promptly correct deficiencies in Deliverable Material and shall promptly make modifications to conform to Project requirements and modifications to achieve acceptability and satisfaction of the Deliverable Material to RIPTA. Draft deliverables shall be provided to RIPTA in Microsoft® WORD or EXCEL format prior to formal submission, allowing RIPTA the opportunity to comment, request clarification or request reasonable modifications. Unless specified otherwise, the Project Company shall provide electronic copies of all draft and final deliverables in .pdf format. For draft and final design drawing and specification deliverables the Project Company shall provide hard copies to RIPTA upon request. Drawing hardcopies shall be ½-size printed single sided on 11 x 17 paper and spiral bound.

Technical Deliverable Material defined under each Task in this Appendix 1 is required to be separated in two parts: one Volume will present the Infrastructure Facility, which includes the Transit Center and Common Infrastructure and another Volume will present the Transit-Oriented Development portion of the project. TOD impacts, Cost Estimates, Project Schedule and Revenue Streams will all capture the Overall Project scope.

A.3. Standards

The Project Company shall perform its services in accordance with Industry Standards and in accordance with the requirements set out in the Preliminary Services Agreement.

A.4. Management Overview

The Project Company shall provide Project coordination and management for the activities performed during the Preliminary Services phase of the work. The Project Company shall monitor labor utilization, Project schedule, and Project budget on a regular basis. It shall be the ongoing responsibility of the Project Company's Project Manager to provide that task budgets are being adhered to and that deliverables are submitted to RIPTA on time. The Project Company's Project Manager shall be fully responsible for the performance of the Project Company's team, including subconsultants, during the Preliminary Services phase of the work.

A.5. Project Communications

All Project communications shall be directed through RIPTA's Project Manager or their designated representative.

A.6. Project Coordination and Management

The Project Company shall work in close coordination with RIPTA during the execution of individual tasks and workstreams, such that RIPTA is aware of Project activities and advancements during the Preliminary Services period.

The Project Company shall prepare and submit monthly progress reports with descriptions of the work completed in the last monthly period, the value of the portion of the Preliminary Service Task Fee earned for the month, and the aggregate amount earned since commencement of the Task. Reports shall be prepared in a format acceptable to RIPTA. The parties shall agree to a schedule of values for the Preliminary Services Fee within 30 days of the Agreement Date. The progress reports shall also identify or forecast proposed modifications to the Project scope. Each Progress report shall include work completed to date, work planned for the next month, and any outstanding decision items that may impact the Project. Key issues requiring RIPTA action or direction shall also be included. Monthly progress reports shall be submitted to RIPTA on or before the 10th of each month. A monthly meeting with Project Company's Project Manager, RIPTA's Project Manager, and other RIPTA representatives as needed shall be conducted to review the progress report.

The Project Company shall document scope and schedule changes associated with completion of Project Company's work by using a decision log, which describes the major issues that arise, and shall provide a status of each item for RIPTA review during monthly progress meetings.

The Project Company shall perform in-progress quality management reviews to ensure that the Project objectives are realized. At a minimum, the Project Company shall perform the following:

- (a) Designate a Quality Assurance/Quality Control (QA/QC) Manager responsible for implementation of the QA/QC plan and documentation of QA/QC activities. The QA/QC Manager proposed by the Project Company is subject to RIPTA approval.

- (b) Provide checklists and quality management guidance documents for performance of the Preliminary Services.
- (c) Require all Project personnel to read the approved Project Management Plan and be familiar with the Project procedures and requirements.
- (d) Perform internal review of all calculations and deliverables by qualified personnel, as designated by the approved QA/QC Manager.
- (e) Record and submit all internal review and comment information on forms to RIPTA. Forms shall be submitted with draft deliverables with certification by the Project Company's Project Manager that submitted information has been reviewed and checked in accordance with the procedures documented within the Project Management Plan.
- (f) Review and discuss review comments provided by RIPTA and RIPTA's advisors on all deliverables. Record responses to comments on approved forms.

A.7. Schedule Management

Project Company shall prepare and provide updates to a Project Schedule, inclusive of the Preliminary Services and Project Services, according to the following:

- (a) All schedules shall be prepared using Primavera P6 scheduling software (latest version) or an equivalent platform approved by RIPTA. The Project Company shall follow the 'Activity ID' format provided by RIPTA.
- (b) Schedules shall be submitted as electronic files (native and Adobe PDF format) and hardcopy and shall be updated monthly to show progress.
- (c) Prepare baseline Preliminary Services schedule that details schedule for Preliminary Services activities and also summarizes activities for the Project Services (financing, final design, permitting, construction, major maintenance, repair and replacement) including any early work packages, if applicable. The Preliminary Services schedule shall be based upon the schedule submitted with the Project Company's Proposal, and included in Appendix 3 (Work Schedule) of this Agreement, and shall include at a minimum:
 - (i) Start date for each Task and subtask;
 - (ii) Finish date for each Task and subtask;
 - (iii) Major milestones;
 - (iv) Meeting and workshop dates (both on an internal and external basis, including the outreach plan and activities);
 - (v) Submittal dates including draft submission dates, RIPTA review periods, and final submission dates;
 - (vi) Identification of critical path; and
 - (vii) Schedule float.
- (d) The baseline Project Schedule shall be submitted at the Kick-Off Meeting. It shall subsequently be reviewed and analyzed by RIPTA and RIPTA's advisors. Project Company shall discuss with RIPTA and RIPTA's advisors any review comments and shall provide revised baseline schedule based on agreed-to changes.
- (e) The baseline Project Schedule updates shall be updated monthly.

A.8. Risk Management

Risk Management. The Project Company shall incorporate risk management into the Project. The Project Company shall prepare and provide updates to a risk register, with respect to the Preliminary Services and Project Services, according to the following:

- (a) Develop and maintain a risk register using a risk register template approved by RIPTA. The risk register shall include the following information:
 - (i) Risk identification;
 - (ii) Activity or activities affected (tied to schedule activities);
 - (iii) Risk description including qualitative categorization of risk;
 - (iv) Estimated/calculated percent likelihood that risk may occur;
 - (v) Phase of Project that risk could impact;
 - (vi) Potential schedule impact should risk occur;
 - (vii) Potential cost impact should risk occur;
 - (viii) Potential health & safety impacts should risk occur;
 - (ix) Risk trigger;
 - (x) Risk owner; and
 - (xi) Risk management strategy (transfer, mitigate, accept, exploit).
- (b) Update the risk register monthly.
- (c) Conduct quantitative risk analysis (Monte Carlo simulation or similar) to further analyze and understand the possible impacts due to risks.

A.9. Work Management System.

Project Company will maintain and coordinate all pertinent electronic design files and documents including all CADD-related files related to the Project. Electronic files submitted during each design phase shall use a naming convention approved by RIPTA and described in the Project Management Plan.

The Project Company will be required to use a suitable Project Management Information System (PMIS) that is acceptable to RIPTA, and follow any established procedures and workflows for documenting, sharing, and control of Project information. At a minimum, the PMIS will be used for the following:

- (a) Overall Project tracking and monitoring of key performance indicator
- (b) Meeting and workshops agendas, presentations, and notes
- (c) Action items, issues, decision logs, and tracking
- (d) Budget and schedule tracking
- (e) Risk tracking and mitigation
- (f) Document submittals and transmittals including drawings (pdf format)
- (g) Quality management documentation including comments, responses, and confirmations
- (h) Invoices and monthly reports
- (i) Templates and tools
- (j) Project related communication

A.10. Communications and Outreach

A key component of the Basic Services will involve developing and implementing in close coordination with RIPTA a robust communications and outreach plan for the purpose of soliciting input and keeping the public apprised of issues relating to the Project over the term of the Preliminary Services.

This public outreach plan will serve to inform the public of major milestones during the Preliminary Service period, gather public input and solidify RIPTA's commitment to transparency. The Project Company shall be required to develop and execute, in coordination with RIPTA, a communications and outreach plan that conforms with the requirements set out in Attachment 1 to this Appendix.

Both RIPTA and the Project Company shall be responsible for educating the public, key stakeholders and elected officials about the Project and P3 approach. This will include conducting public workshops, meetings with elected officials and other stakeholders, and outreach to the general public and media.

The Project Company's communications and outreach plan, as well as all related activities and materials, will be subject to RIPTA review and approval. During each Task of the Basic Services, the Project Company will coordinate in the implementation of the communications and outreach plan, as well as in the integration of public input into Project planning and design.

A.11. Funding & Financing Advisory Services to RIPTA.

In order to assist RIPTA in identifying and evaluating diverse funding and financing options for the Infrastructure Facility, the Project Company will work with RIPTA on a progressive basis to identify and evaluate funding and financing strategies. This shall include, at a minimum, assistance in the identification of value-capture strategies, federal and state grant and loan programs, sizing of public budget outlays, etc., as well as a high-level assessment of public versus private sector debt options.

The Project Company will not be acting as an agent for RIPTA, but as part of its Basic Services, will work with and assist RIPTA in exploring these funding and financing options in a manner that best supports Project development.

These advisory services are separate and distinct from the requirements of the Project Company to progressively develop its own private financing plan, resulting in committed financing at the time of the Definitive Submittal.

A.12. Permitting Plan.

The Project Company shall complete an Environmental Review and Permitting Plan which meets NEPA guidelines and requirements and utilize it to identify any potential long-lead permits or other factors that could ultimately impact the overall project schedule. The Plan will also be used to develop an Environmental Management Plan that will include procedures for tracking all elements of environmental compliance, as relevant under a state or federal review processes.

The Project Company shall investigate City of Providence and any other permitting requirements in order to develop a workflow and timeline for necessary project reviews and approvals.

TASK 1: Project Kick-Off and Visioning

1.1. Preliminary Services Initiation.

The Project Company shall:

- (a) Review and assess Project Requirements and existing documentation and studies, including:
 - (i) Review Project requirements, goals, objectives, and constraints.
 - (ii) Review all reference and background documents as provided with the RFP and any other existing Project documentation provided by RIPTA, including all documents relating to investigations and analyses from previous work efforts performed by others for RIPTA or otherwise, such as surveys, topographic surveys, geotechnical investigations, design plans, and construction specifications.
 - (iii) Identify and analyze requirements of governmental agencies and authorities having jurisdiction to approve aspects of the Project.
 - (iv) Confirm feasibility of the Project based on the Project Site location and known site conditions.
- (b) Prepare and deliver to RIPTA within 30 calendar days following written authorization to proceed a draft Project Management Plan detailing:
 - (i) Preliminary Services objectives
 - (ii) Approach
 - (iii) Organization requirements defining resources/staffing, roles/responsibilities, and contacts
 - (iv) Quality assurance/quality control (QA/QC) plan
 - (v) Project budget, schedule and work breakdown structure
 - (vi) Financial tracking procedures
 - (vii) Decision/outstanding items log
 - (viii) Identification of each deliverable associated with each Task and subtask
 - (ix) Scope change management process
- (c) Prepare a draft Communications and Outreach Plan meeting the requirements set out in Attachment 1 to this Appendix. Schedule and facilitate a full-day Project kickoff meeting and visioning session with RIPTA within thirty (30) calendar days following written authorization to proceed to review and discuss, among other topics, the following:
 - (i) Project vision, goals, objectives, and critical success factors.
 - (ii) Draft Project Management Plan
 - (iii) Draft Communications and Outreach plan, strategy for incorporating public input into the Project design, and plans for a public engagement process around development and evaluation of the conceptual design options referenced in Task 2.2
 - (iv) Project Requirements and Guidelines
 - (v) Initial findings and observations from preliminary due diligence, including any recommended modifications the Project Requirements that in the Project Company's judgment would benefit the Project
 - (vi) Initial Project funding and financing concepts and options (by Facility), including the identification of potential value-capture and revenue opportunities, public and private financing options, etc.

(vii) Project value-drivers and perceived key risks.

Project Company shall prepare an agenda for the kick-off and visioning meeting and submit to RIPTA no later than seven (7) calendar days before meeting. Project Company shall also prepare and provide to RIPTA meeting minutes from the project kickoff meeting.

If deemed by both Parties to be mutually beneficial, the Project Company shall also organize a design workshop with RIPTA, RIPTA's advisors and others designated by RIPTA to specifically discuss technical requirements around the Project.

- (d) Update the draft Project Management Plan and Communications and Outreach Plan based on comments received from RIPTA and submit six (6) paper copies and an electronic copy in Adobe PDF format of the final Project Management Plan to RIPTA within fourteen (14) calendar days after receipt of RIPTA's comments.

Task 2 – Initial Due Diligence Report & Conceptual Options

2.1. Project Requirements and Existing Documentation Review

The Project Company shall develop drawings as necessary to clearly present the information required under Task 2.1, specification outlines, an initial subcontracting plan (identifying breakdown between self-perform and competitively procured subcontractors), and supplemental reports required for execution of the Project. The Project Company shall at a minimum:

- (a) Identify, consult with, and analyze requirements of governmental agencies and authorities having jurisdiction to approve aspects of the Project.
- (b) Obtain and analyze ALTA surveys of the property by a licensed surveyor (timing subject to subject to approval by RIPTA);
- (c) Gather baseline traffic data for the Project area and conduct a traffic analysis
- (d) to determine potential impacts of the Project on existing circulation patterns
- (e) Confirm feasibility of the Project based on the Project Site, known site conditions, traffic patterns, development regulations, and a highest and best use analysis. The Project Company should note both opportunities and constraints identified during this feasibility assessment process
- (f) Undertake Phase 1 Environmental Site Assessment in accordance with ASTM E1527-13 in order to assess if current or historical property uses have impacted the soil or groundwater beneath the property and could pose a threat to the environment and/or human health.
- (g) Obtain and analyze reports regarding the availability and potential cost of all necessary municipal services and utilities in sufficient quantities for the Project and begin general due diligence with regard to utility locations.
- (h) Undertake a market study to determine the viability of commercial, retail, and housing opportunities at the Site;
- (i) Review RIPTA traditional funding sources for projects.
- (j) Review and assess applicable federal requirements.
- (k) Conduct all other reasonable and customary due diligence and analysis appropriate for (i) the acquisition of property by RIPTA for the purpose of developing the Project and (ii) development of viable conceptual Project designs.

2.2 Conceptual Options

The Project Company shall, with RIPTA and in conformance with the Communications and Outreach Plan, schedule a public design development process (charrette) for the purpose of identifying and evaluating at least three (3) viable conceptual design options for the Project. This charrette process must include a minimum of two public open house sessions during the development of the conceptual designs, and a public presentation of the three final options at which the public may share feedback, concerns, and preferences. Prior to the charrette, the Project Company shall meet with RIPTA and RIPTA's advisors to establish the basic parameters and assumptions for the options, each of which must specify, at a minimum:

- (a) Mix of uses, square footages, height/# of stories;
- (b) Design Elements – materials, style, contextual references;
- (c) Traffic flows;
- (d) Key risks and opportunities;
- (e) Identification of any anticipated needs for zoning or permitting variances
- (f) Order of magnitude cost estimates;
- (g) Assessment of the potential cost implications and revenue opportunities associated with each conceptual option,
- (h) Identification of baseline assumptions utilized to develop each conceptual option
- (i) Sketch plans, drawings and renderings

During the charrette, the Project Company shall develop preliminary design criteria for the project. Following the charrette, the Project Company shall coordinate an evaluation process with RIPTA and RIPTA's advisors through which a preferred alternative will be selected.

2.3 Cost Estimating

The Project Company shall prepare a Class 5 Estimate Classification, as established by AACE International, for the Pre-Planning / Rough Order of Magnitude stage of the project for each conceptual option. Industry Terms utilized to assemble the Class-5 Estimate will include screening, feasibility, top-down and capacity factored. RIPTA expects a maximum accuracy range of -50% to +100%, with a Project Definition at a minimum of 5% and with a recommended Project Contingency range of 7%-25%. Use of past historical data to establish unit prices is strongly recommended. Cost estimates should be provided for both the design and construction of each option, as well as for the Operation Services associated with the Infrastructure Facility.

2.4 Financing

During Task 2, the Project Company shall meet with RIPTA to discuss project funding and financing options. Such meeting is intended to give the RIPTA an opportunity to share its funding and financing considerations, needs and objectives for the Project Company to consider. The results of such meeting shall be reflected in subsequent financing approach advancement work and shall also inform the future advisory services to be provided by the Project Company to RIPTA with regard to funding and financing.

Prior to the meeting described above, the Project Company must identify and provide a brief overview of at least three potential financing approaches and explain why it believes these financing approaches would be advantageous to RIPTA and the Project. The financing approaches must consider diverse

project elements, notably the Infrastructure Facility (Transit Center and Common Infrastructure) and Transit Oriented Development (TOD) (including housing and other commercial development). Such materials should include a discussion on advantages and disadvantages of each financing approach, as well as indicative rates, closing timelines, etc. The Project Company must provide a discussion on the potential for the financing approach for the Infrastructure Facility to include a potential milestone payment/takeout of a portion of the debt by the RIPTA (which may be financed through FTA grants, TIFIA, or RIPTA debt), as well as options for hybrid (public and private) debt structures. The Project Company should also identify action items, the costs of loan application and credit processing fees and a schedule for applications to secure any federal grants or financing.

2.6. Initial Due Diligence and Conceptual Options Report & Workshop

Within one hundred and twenty (120) days of the Notice to Proceed, prepare and deliver to RIPTA a draft Initial Due Diligence and Conceptual Options Report (Task 2 Report) that will contain site investigation results; market, traffic, engineering, and other analyses; conceptual design options, evaluation results, and recommended concept; preliminary design criteria; summary of regulatory requirements; quality management reviews; and any other reports or documentation prepared during Task 2.

The Report shall include descriptions of any proposed deviations from the Programmatic Design Requirements. At a minimum, the Task 2 Report shall include the following sections or areas of information:

- (a) Project Summary, Goals/Objectives, and Requirements
- (b) Due Diligence Summary (including a summary of the investigations undertaken pursuant to section 2.1)
- (c) A sufficient number of two-dimension (2D) and three-dimensional (3D) drawings to adequately depict a minimum of 3 conceptual level designs of the facilities pursuant to section 2.4.
- (d) Initial cost assessment of each conceptual option,
- (e) Review of the operational viability of the Transit Center, as well as the commercial viability of the TOD, for each conceptual design
- (f) An updated Project Schedule identifying critical path and key risk considerations
- (g) Overview of initial financing options, including the identification of long-lead funding and financing opportunities (such as federal grants and loans)

The Project Company will furnish six (6) paper copies and an electronic copy in Adobe PDF format of the draft Task 2 Report (and any other deliverables) to RIPTA. Account for a period of fourteen (14) calendar days for RIPTA review of the draft Task 2 submittal.

The Project Company will also schedule and facilitate a full-day review meeting in this stage, with RIPTA and RIPTA's advisors to review the Task 2 report and confirm selection of the preferred design concept for BODR package development.

The Project Company will subsequently revise the Task 2 Report (and any other deliverables) in response to RIPTA's comments, as appropriate, and furnish six (6) paper copies and an electronic copy in Adobe PDF format of the revised Task 2 Report (and any other deliverables) to RIPTA within fourteen (14) calendar days of receipt of RIPTA's comments.

2.7. Other Technical Submittals

- (a) Prepare Site Survey and Utility Investigations as follows:
 - I. Horizontal survey control will be based upon RIPTA approved Coordinate System derived using static GPS equipment and methods. Vertical survey control will be based upon the North American Vertical Datum of 1988 using GPS methods.
 - II. Contact municipal utility agencies and utility companies in order to obtain available record information for the project site, compile and plot available utility record information onto the base map, open accessible sewer and drainage structures within the project limits, measure invert elevations and conduit sizes, and note conduit material. Based on the available utility records and invert information obtained, we will show underground utility lines on the base map. Subsurface utility locations will be plotted to meet utility Quality Level "C" as described in ASCE Standard 38-02. Information obtained by surveying and plotting visible above ground utility features and by using professional judgment in correlating this information to information derived from existing records or oral recollections.
 - III. All survey data will be used to produce an existing conditions base map in AutoCAD Civil 3D at a minimum in 1" = 20' scale with 1-foot contours.
- (b) Prepare a subsurface exploration program, which includes boring/test pit locations on a plan as required for new foundations for RIPTA's review and approval. Perform the necessary borings/test pits, as applicable, and based on the findings prepare a geotechnical report which provides recommendations for foundations, pavement sections and other project subsurface elements, as applicable.

TASK 3: Basis of Design Report (BODR) Submittal Package

The BODR package will be based upon the conceptual approach approved by RIPTA at the end of Task 2 and incorporate feedback from public outreach activities executed during Task 2. The BODR Submittal Package will include, at a minimum, the following:

3.1. Project Description

Describe in an Executive Summary Report basic planning, architectural and engineering parameters which underpin the design of the Infrastructure Facility and the Transit Oriented Development, including but not limited to:

- (a) Design narrative for each Project Facility;
- (b) Project Vision, Goals, and Objectives and how these have been met and how operational requirements of the Transit Center have been accounted for;
- (c) factors influencing and informing the size, scale and scope of the TOD, including considerations around the number of affordable housing, market-rate multi-family housing and mix-used commercial, etc.;
- (d) description of urban design and placemaking criteria;
- (e) explanation of how sustainability, equity and economic development objectives are reflected in the basis of design;
- (f) summary of existing Site conditions and other investigations undertaken during findings taken into consideration in the basis of design;

- (g) overview of public outreach and communications activities and findings, and how initial public input has influenced the basis of design;
- (h) summary of activity and advances in permitting and other entitlements during Task 3;
- (i) design-build and operating services cost estimates, including initial estimates of potential availability payments related to the Infrastructure Facility;
- (j) summary of cost-estimating key assumptions;
- (k) major cost and schedule drivers of the project and how cost and schedule are impacted by each one and combined;
- (l) Initial commercial revenue pro forma;
- (m) summary of key funding and financing options for RIPTA, including potential federal grants and financing program;
- (n) Initial project financing plan; and
- (o) overview of key project risks and opportunities.

3.2. Technical Deliverable Material

The Technical Deliverable material will first be taken to a point of 15% completion of the overall final design; however, some components of the Technical Deliverable Material will be taken to a higher percentage of completion at this stage. The 15% design will, as appropriate, contain supplemental site investigations; Project layout and features; preliminary design of project features and facilities; design calculations; preparation of documents to support permitting; preparation of preliminary plans and specifications outline; and quality management reviews.

3.3. Initial Operations Services Plan

Within thirty (30) days of the initiation of Task 3, the Project Company shall meet with RIPTA to discuss anticipated scope of the Operations Services, particularly as they relate to Common Infrastructure. Such meeting is intended to give RIPTA an opportunity to share additional operation and maintenance considerations, questions and concerns, anticipated scope of RIPTA-retained O&M services, etc. The results of such meeting shall be reflected in subsequent Operations Services Plan advancement work as described in Task 4 and Task 5.

As part of the Task 3 Package, the Project Company shall also provide an overview of its

- (a) Approach to Facilities Maintenance for the Infrastructure Facility; and
- (b) Approach to Property Management for the TOD.

3.4. Cost-Estimating & Pro Forma

The Project Company shall prepare a Class 4 Estimate Classification, as established by AACE International, for the Basis of Design for each Project Facility. Industry Terms utilized to assemble the Class-4 Estimate will include feasibility, bottom-up and area factored. RIPTA expects a maximum accuracy range of -30% to +50%, with a Project Definition at a minimum of 15% and with a recommended Project Contingency range of 5%-20%. Use of past historical data to verify unit prices is required. Cost estimates must be provided for the design and construction of each Project Facility, as well as for the Operation Services associated with the Infrastructure Facility.

As part of the Task 3 Package submittal, the Project Company shall provide the following:

- (a) An initial Design-Build Work cost estimate for the Infrastructure Facility and TOD in a format acceptable to RIPTA.
- (b) An initial Operation Services cost estimate for the Infrastructure Facility in a format acceptable to RIPTA.
- (c) Utilizing baseline assumptions derived from an initial financing plan, as well as initial Design-Build Work and Operation Services estimates, provide an initial estimated compensation schedule (Service Fee schedule) for the Infrastructure Facility.
- (d) Identify the top ten Project cost drivers and discuss options for cost reduction.
- (e) Provide initial commercial pro forma for the TOD.

3.5 Financing

During Task 3, the Project Company shall meet at least bi-monthly, or as otherwise reasonably agreed, with RIPTA to further advance project funding and financing options. Such meetings are intended to assist RIPTA in better understanding value capture, grant funding and public financing options to help lower its costs associated with the Infrastructure Facility, as well as to help it better understand its own budget requirements for the Project. Work may include assisting RIPTA with the grant applications, budget submittals or similar, as reasonably requested.

The Project Company will further develop its private financing approach, identifying anticipated financing tools for diverse Project Facilities and components (i.e., Transit Center, TOD, affordable housing component, etc.) and explain why it believes these financing approaches would be advantageous to the Project. Such materials should include a discussion on advantages and disadvantages of each financing approach, as well as indicative rates, schedule considerations, etc.

3.6 Public Outreach and Communications

During Task 3, the Project Company shall implement, in coordination with RIPTA, the public outreach and communications plan for the Project approved in Task 2. During this period, the Project Company and RIPTA shall meet at least biweekly, or as otherwise reasonably agreed, to further coordinate outreach and communication efforts. At the end of Task 3, the Project Company shall submit a detailed summary of outreach and communication activities undertaken during Task 3, as well as an overview of key public comments, concerns and inputs.

3.7. Basis of Design Report & Workshop

The BODR Submittal Package will convey design and construction requirements for the Project, including both the Infrastructure Facility and the TOD. The BODR Submittal Package will be presented to RIPTA and RIPTA's advisors at a Project Company-organized workshop. Identify the massing, area and arrangement of the facility program, a summary of work, technical requirements, plans, project constraints, reference materials, and contractual requirements, under the following sections:

- (a) Site Analysis and Abutter Research
- (b) Analysis for the selection and of the primary architectural design and structural system
- (c) Compliance to applicable Local codes such as Use Type, Occupancy Life Safety, as well as to Ordinances including unique neighborhood or site conditions
- (d) Potential permits and time durations and also include a Phase I ESA
- (e) Functional Analysis indicating RIPTA Operations

- (f) Description of all major building systems, utilities and technical issues, risks, and project constraints unique to each one, as well as lifecycle criteria and approach to sustainability goals
- (g) Complete design intent for the recommended mechanical, electrical, plumbing, data/communications, fire protection and fire alarm systems
- (h) innovation opportunities based on material use, site conditions and establish basic quality criteria
- (i) Detailed facility Program including primary and support spaces, configuration and adjacencies.
- (j) Preliminary community benefits program.

The Task 3 submittal shall include a sufficient number of two-dimension (2D) and three-dimensional (3D) drawings to adequately depict the conceptual-level design of each Project Facility.

The Task 3 submittal shall also provide an updated Project Schedule identifying critical path and key risk considerations.

The Project Company shall also update the project permitting plan described in Section A.12 of this Appendix as necessary.

The Project Company shall furnish to RIPTA six (6) paper copies of the draft Task 3 Package submittal, and an electronic copy in Adobe PDF format. On or about the time of the scheduled submissions of the above-referenced Task 3 Package, Project Company and RIPTA shall meet and confer about the submissions, with Project Company identifying during such meetings, among other things, the evolution of the design and any changes to the BODR. Prepare agenda and submit to RIPTA no later than three (3) calendar days before meeting. Minutes of the meetings, including a full listing of all changes, will be maintained by the Project Company and provided to all attendees for review. Following the design review meeting, RIPTA shall review and comment on such submissions, providing any comments and/or concerns about such submittals within fourteen (14) calendar days of receipt from the Project Company. Project Company shall revise the Technical Deliverable Material (and any other deliverables) in response to RIPTA's comments, shall maintain a comment/response log, and incorporate said responses into the subsequent Technical Exhibit Submittal.

3.6. Other Technical Submittals

- (a) supplemental studies in support of the Basis of Design;
- (b) initial draft community benefits program;
- (c) initial draft DBE and local business outreach approach;
- (d) traffic studies and analysis leading to recommended traffic flows at all abutting city streets
- (e) risk register update
- (f) updated detailed Project schedule (including both the Preliminary Services Period and Project Services Period).

TASK 4: 30% Submittal Package

During Task 4, the Project Company shall next take the Technical Deliverable Material to a point of 30% completion of the overall final design. In delivering this Task, the Project Company shall conduct constructability and value-engineering reviews. Findings from the reviews will each be documented in a technical memorandum provided to RIPTA for review and comment. Project Company and RIPTA

advisors will participate in regularly scheduled design collaboration meetings at RIPTA's offices (or where otherwise reasonably agreed).

The 30% Submittal Package shall include, at a minimum, the following key elements:

4.1. The Technical Deliverable Material

The Technical Deliverable Material will first be taken to a point of 30% completion of the overall final design, however some components of the Technical Deliverable Material will be taken to a higher percentage of completion at this stage. The 30% design will, as appropriate, contain supplemental site investigations; determination of the number and sequencing of construction packages; Project layout and features; preliminary design of Project features and facilities; design calculations; preparation of documents to support permitting; preparation of preliminary plans and specifications outline; and quality management reviews. This 30% design shall include descriptions of any deviations from the BODR.

The following 30% design drawings shall be developed to the approximate levels of completion as indicated:

(a) Cover Sheets (90% complete).

(b) General Drawings:

1. List of Drawings (90% complete);
2. Site plan (90% complete);
3. Drawing symbols, numbering & tagging conventions, symbols, and abbreviations (90% complete);
4. Design criteria (90% complete); and
5. Traffic flow diagrams (90% complete);
6. Major equipment schedule (90% complete); and
7. Boundary survey (100% complete).

(c) Civil Drawings: Site plan including bus turns and landscaping elements, Grading plan including street improvements and sidewalk designs, Utility plan including primary street utilities that will be utilized in the project. (30% complete)

(d) Structural Drawings: Basic loading categories and assumptions, primary structural framing system.

(e) Architectural Drawings: Code Brief, Floor plans including RIPTA programmatic spaces, Elevations including exterior materials used, 3D photorealistic renderings including all exterior sides of the building, Common Infrastructure and 2 interior RIPTA areas, bus boarding and waiting/ticketing room, TOD. (30% complete)

(f) Mechanical Drawings: Bus area ventilation strategy, loads and key details. (30% complete)

(e) Plumbing and Fire Protection Drawings: toilet fixture counts and showers for RIPTA staff, water supply calculations, building zoning for Fire Protection and fire alarm systems. (30% complete)

(f) Electrical Drawings:

1. Symbols, abbreviations (60% complete);

2. Main switchgear single line diagram (60% complete);
3. Emergency Power solution (360% complete)
4. Load schedules (30% complete);
5. Single line diagrams (30% complete);
6. Electrical distribution site plan (30% complete);
7. Transit Center power and lighting plan (30%)
8. Project Facility electrical plans (30% complete);
9. Lighting and receptacle plans (30% complete); and
10. Provisions to accommodate future battery electric bus charging (if required).

(g) Security Drawings: documentation proving CCTV / card access control / IT systems, as well as electronic signage (30% complete)

(h) The 30% design specifications shall be developed to the following approximate levels of completion:

1. Complete list of Specifications.
2. Identification of RIPTA Project Requirements and Project Company specifications intended for use.
3. Major equipment specifications (30% complete).

4.2. Permitting

The Project Company shall implement and update the project permitting plan described in Section A.12 of this Appendix as necessary.

4.3. Operations Services Plan

- (a) Based on the Operations Services parameters defined in Task 3, the Project Company shall develop a draft version of the facilities maintenance plan for the Infrastructure Facility ("**Facilities Maintenance Plan**") for approval by RIPTA that documents all protocols, procedures, and systems the Project Company will implement in order to maintain the Infrastructure Facility over the term of the Project Agreement. At a minimum, the Plan shall include the following content:

- (i) Organizational chart and communications protocols.
- (ii) Mitigation monitoring and reporting plan.
- (iii) Staffing plan.
- (iv) Coordination with RIPTA personnel and operations in the Transit Center;
- (v) Emergency response and disaster recovery plan.
- (vi) Hazard analysis.
- (vii) Safety plan.
- (viii) Security plan.
- (ix) Meetings and RIPTA access to records.
- (x) Computerized Maintenance Management System (CMMS) plan.
- (xi) Operations Period reports.
- (xii) Maintenance inspections.
- (xiii) Repair and replacement plan:
 - 1. Asset inventory / registry.
 - 2. Asset identification methodology.
 - 3. Asset useful life assumptions and calculations.
 - 4. Asset repair and replacement intervals.
 - 5. Asset repair data management methodology.
 - 6. CMMS interfaces.
 - 7. Asset inspection protocol.
 - 8. Spare / replacement part inventory.
 - 9. Reporting protocol.

- (b) The Project Company shall likewise submit its general approach to Property Management of the TOD, identifying key operations, maintenance, safety and security interfaces and how those will be addressed.
- (c) The Project Company shall submit the draft Operations Services Plan for RIPTA review. The Project Company shall conduct up to two (2), 8-hour review meetings with RIPTA and shall incorporate comments from RIPTA into final draft of plan. The Project Company shall account for a period of fourteen (14) days for review of draft plan.
- (d) Project Company shall incorporate changes to the draft Operation Services Plan based on review by RIPTA and provide the final Operations Services Plan to RIPTA in hard copy and electronic format.

4.4. Cost-Estimating & Pro Forma

As part of the 30% submittal package the Project Company shall provide the following:

- (a) An updated Design-Build Work cost estimate for each facility in a format acceptable to RIPTA, explaining changes from the BODR Design-Build Work cost estimate.;
- (b) An updated Infrastructure Facility Operation Services cost estimate in a format acceptable to RIPTA, explaining changes from the BODR Operation Services cost estimate.
- (c) Provide an the results of a detailed feasibility study/ business plan analysis for the TOD, which identifies area allocations to affordable housing, market rate housing, retail, parking, etc. and provides initial revenue projections.
- (d) Utilizing baseline assumptions derived from the updated financing plan, TOD feasibility study and updated Design-Build Work and Operation Services estimates, provide an updated compensation schedule for the Project.
- (e) Identify the top five Project cost drivers and discuss options for cost reduction.

4.5. Financing

During Task 4, the Project Company shall meet at least monthly, or as otherwise reasonably agreed, with RIPTA to further advance project funding and financing options. Such meetings are intended to help RIPTA implement and further value capture, grant funding and public financing options identified in Task 3 to help reduce RIPTA's budgetary burden associated with the Project, as well as to assist RIPTA in budget planning.

Based on conversations with RIPTA about diverse financing options, the Project Company will further develop its private financing approach, detailing its anticipated / expected financing tools for diverse Project Facilities and components (i.e., Transit Center, TOD, affordable housing component, etc.). The Project Company shall submit:

- (a) A description of the financing structures and competitive process that the Proposer is considering for each Project Facility, including a description of, (i) each source of financing (including equity, any construction or standby facilities, any guarantees, subordinated debt, bank debt and capital markets debt, Low-Income Housing Tax Credits, PABS, tax-exempt debt, etc.), (ii) the indicative process and timeline for securing the financing commitments and achieving financial close, and (iii) the allocation of responsibilities for executing this process (specifically identifying any RIPTA requirements);
- (b) The index or indices that the Project Company is considering relating to escalation of the Operations Charge;
- (c) Information about the debt instruments and the corresponding benchmark interest rates that the Project Company intends to use. The Project Company should identify the instruments rather than actual values and such rates must be independently verifiable by RIPTA using Bloomberg U.S.-based screens or another independently verifiable source acceptable to RIPTA, as appropriate;
- (d) Information about the proposed Financial Model Auditor as specified in Task 5.3.5 (Preliminary Financial Model Audit) of this Appendix; and
- (e) An initial draft version of the financial model as specified in Task 5.3 of this Appendix.

4.6. Public Outreach & Communications

During Task 4, the Project Company shall implement, in coordination with RIPTA, the public outreach and communications plan for the Project approved in Task 2 (including any amendments approved in Task 3). During this period, the Project Company and RIPTA shall meet at least biweekly, or as otherwise reasonably agreed, to further coordinate outreach and communication efforts. At the end of Task 4, the Project Company shall submit a detailed summary of outreach and communication activities undertaken during Task 4, as well as an overview of key public comments, concerns and inputs.

4.7. Other Technical Submittals

In addition to the above, the Project Company shall also submit the following additional technical information as part of the 30% Submittal Package:

- (a) Traffic flow diagrams for Transit Center and surrounding neighborhood street as required to acquire necessary street permit by City of Providence;
- (b) Flood hazard assessment;
- (c) Updated Boundary and Utility Survey including property lines, easements, topography and existing structures.
- (d) Updated Geotechnical report with preliminary structural recommendations
- (e) Updated risk register;
- (f) Updated detailed Project schedule (including both the Preliminary Services Period and Project Services Period)

4.8. Equity, Inclusion and Diversity Subcontracting Plan

The Project Company shall provide an updated draft equity, inclusion and diversity subcontracting plan, based on the draft plan included in its Proposal to be utilized during the design-build phase of the Project under the Project Agreement. The draft plan should demonstrate how the Proposer will make a good faith effort to meet the objectives set out in the RPF.

4.9. Community Benefits Plan

The Project Company shall provide a draft Community Benefits Plan to be implemented during the Project under the Project Agreement. The plan should identify specific programs, investments and opportunities, identifying as if and to what extent, these reflect input from community outreach efforts. The Plan shall include a detailed implementation schedule (timeline), as well as projected associated costs and benefits.

4.10. 30% Package Submittal & Workshop

The 30% Submittal Package will be initially presented to a RIPTA in a full day workshop (or for a duration otherwise agreed to by the party) and will include an overview of all the requirements set out above. The Project Company shall furnish to RIPTA six (6) paper copies of the draft Task 4 Package submittal, and an electronic copy in Adobe PDF format. On or about the time of the scheduled submissions of the above-referenced Task 4 Package, Project Company and RIPTA shall meet and confer about the submissions. The Project Company shall prepare agenda and submit to RIPTA no later than three (3) calendar days before meeting. Minutes of the meetings, including a full listing of all changes, will be maintained by the Project Company and provided to all attendees for review. Following the design

review meeting, RIPTA shall review and comment on such submissions, providing any comments and/or concerns about such submittals within fourteen (14) calendar days of receipt from the Project Company. Project Company shall revise the Technical Deliverable Material (and any other deliverables) in response to RIPTA's comments, shall maintain a comment/response log, and incorporate said responses into the subsequent submittal.

TASK 5: 60% Submittal Package

During Task 5, the Project Company shall next take the Technical Deliverable Material to a point of 60% completion of the overall final design. In delivering this Task, the Project Company shall conduct constructability and value-engineering reviews. Findings from the reviews will each be documented in a technical memorandum provided to RIPTA for review and comment. Project Company and RIPTA advisors will participate in regularly scheduled design collaboration meetings at RIPTA's offices (or where otherwise reasonably agreed).

The 60% Submittal Package shall include, at a minimum, the following key elements:

5.1. Technical Deliverable Material

This phase of the Technical Deliverable Material must demonstrate the overall extent of the project and its elements. This package will contain at a minimum, the final site design, with its proposed topography, drainage plans, traffic arrangements, finalized building layout, systems and accessories, building volume, materiality, and overall appearance. Must also contain detailed drawings and specifications, final design calculations and detailed project features. The design documents must be fully coordinated among all disciplines.

The Technical Deliverable Material must be developed to an appropriate level of constructability as to indicate all necessary information relevant to construct the project as defined in the 30% Submittal Package, as approved by RIPTA. The Technical Deliverable Material shall include, at a minimum, the following:

(a) DESIGN PHASE DEFINITION

- (i) Documents include coordinated reflected ceiling plans, demolition plan, interior elevations, structural and initial drawings and system layout for mechanical, electrical, and plumbing drawings, the impact of key equipment on room design, and preliminary engineering for all other systems such as communications.
- (ii) Photometric plans to illustrate compliance of lighting design with RIPTA standards.
- (iii) Way finding designs shown in plan and elevation.
- (iv) Construction sequencing - building maintenance and protection of traffic and pedestrians during construction and accessibility during construction.
- (v) Updates to any required 3-dimensional models to show architectural expression and interior spaces.
- (vi) Temporary Traffic Control Plan.

(b) SPECIFICATIONS

- (i) Draft specifications with all applicable sections including front end sections.
- (ii) Provide all construction and testing requirements

(iii) Include Products sections

(c) SITE – CIVIL

- (i) Extent of construction area and work.
- (ii) Site demolition plan.
- (iii) Traffic and pedestrian plan.
- (iv) Site development and phasing plans.
- (v) Construction site access.
- (vi) Staging area.
- (vii) Soil erosion control plan for both construction and permanent conditions.
- (viii) Structural Removal.
- (ix) Critical Clearances.
- (x) Structure Limits (new and existing).
- (xi) Environment - Hazardous Materials Disposition.
- (xii) Vibration Impacts.
- (xiii) Hazardous Waste.
- (xiv) Air Quality Requirements Specs.
- (xv) Parking Lots, Ramps Access.
- (xvi) Pavement Design.
- (xvii) Pavement Markings.
- (xviii) Traffic Signs.
- (xix) Traffic Signals.
- (xx) Grate and Invert Elevations.

(d) LANDSCAPING

- (i) Irrigation plan.
- (ii) Soil preparation & planting specifications.
- (iii) Existing irrigation.
- (iv) Guying diagrams.
- (v) Standard Landscaping Details.
- (vi) Irrigation Piping diagrams.
- (vii) Irrigation Pipe sizes.
- (viii) Landscape details.

(e) STRUCTURAL

- (i) Location of control joints.
- (ii) Definition of control joints.
- (iii) Framing plans.
- (iv) Beam, column & slab schedules.
- (v) Main member sizing.
- (vi) Mechanical and electrical concrete pads .
- (vii) Structural sections.
- (viii) Foundation details.
- (ix) Identify Lateral Resistance System.
- (x) Structural details.

- (xi) Classify Structural sheets.
- (xii) Structural notes.

(f) ARCHITECTURE

- (i) Architectural Floor Plans including relative wall thickness. Room names, Department or Area names, Floor elevations (at least relative to some equipment, furnishing and other space defining elements), multi-level spaces, both above (dotted) and below the floor represented, skylights - lightwells, significant mechanical and electrical equipment/including all electrical panels
- (ii) Code Plans Indicating fire areas, fire walls, and smoke zones and egress routes by floor for the code required occupancy.
- (iii) Roof Plans, including skylights and roof mechanical or electrical equipment, and major roof elevations.
- (iv) Building Elevations indicating surface materials for all areas, finish grades and major floor elevations, including those below grade.
- (v) Sections when elevation is shown by taking vertical cut through another space
- (vi) Significant planting and other site elements (bodies of water, hulls, earth beams when important in defining space and volume), including significant mechanical and electrical equipment (rooftop units, chimneys, louvers, transformers, pole lines, etc.)
- (vii) Typical and Atypical Building Sections including building relationship to site contours and other important site elements (as shown in building elevation drawings).
- (viii) Reflected Ceiling Plans for all typical areas and those of special interest, and including roof hatches, significant mechanical and electrical elements, skylights.
- (ix) Typical Wall Sections and Details.
- (x) Smoke zone walls and locations of fire extinguishers.
- (xi) Enlarged plans, sections and elevations for key RIPTA areas, restrooms and major equipment rooms.
- (xii) Interior Elevations Sections and Details.
- (xiii) Typical and repetitive spaces.
- (xiv) Areas of special interest or complexity such as stairs, elevators, escalators, way finding and marketing.
- (xv) Exterior wall sections
- (xvi) Interior wall sections
- (xvii) Elevator plans and sections
- (xviii) Stair plans and sections
- (xix) Interior elevations
- (xx) Section details
- (xxi) Plan details
- (xxii) Interior details
- (xxiii) Window and louver schedules
- (xxiv) Door schedules
- (xxv) Finish schedules
- (xxvi) Furniture, fixtures, and equipment schedules

(g) SIGNAGE

- (i) Signage key plan elevations and schedule.

- (i) Frame types, details and schedule; Coordinated architectural plans, elevations and details including digital info. equipment, Exit Signs, and Security cameras.
- (ii) RIPTA provided sign graphic files placed in drawing set, including tactile/Braille signage. (IF AVAILABLE)
- (iii) Customer Assistance area located and defined with all required elements.
- (iv) Tactile/Braille signs identified for all rooms, stairs, and exits per ADA and life safety code. Coordinate with RIPTA Graphics & Way finding for locations at terminal entrances and berths.
- (v) Area of Refuge/Area of Safe Dispersal located and defined with all required elements.

(h) MECHANICAL

- (i) One-line flow diagrams for all mechanical systems:
- (ii) Detailed floor plans of mechanical rooms w/all components and required service access areas drawn to actual scale.
- (iii) Floor plans w/ all airside and waterside components drawn to actual scale. Indicate pipe sizes, duct sizes and air terminal CFMs.
- (iv) All air and water valves shown on plans.
- (v) Schedules for all equipment.
- (vi) All control panels, thermostats, sensors, detectors, and miscellaneous controls shown on plans.
- (vii) Equipment, penetration, installation, and connection details,
- (viii) General controls drawings, including clear differentiation of trade responsibility for control, fire, and control power wiring.

(i) PLUMBING

- (i) Cold and hot water riser diagram, including assumed fixture counts per floor connection.
- (ii) Waste and vent riser diagrams including assumed fixture counts per floor connection.
- (iii) Riser diagrams of other plumbing systems, such as natural gas, process water, storm water, etc.
- (iv) Floor plans w/ all piping and equipment drawn to actual scale. Indicate pipe sizes.
- (v) Schedules for all equipment.
- (vi) All floor drains, cleanouts, and other sanitary connections shown.
- (vii) Complete coordination with structural and architectural disciplines. General coordination with electrical and instrumentation disciplines.
- (viii) General sequence of operations; controls panels located.
- (ix) Complete design calculations.

(j) FIRE PROTECTION

- (i) Fire protection service entrance details.
- (ii) Fire protection plans (including header and riser).
- (iii) Typical equipment, piping, penetration, installation, and connection details, including signage such as for fire command center and standpipe.
- (iv) Complete coordination with structural and architectural disciplines. General coordination with electrical and instrumentation disciplines.

(k) LIGHTING

- (i) Lighting plans.
- (ii) Fixture types & schedule
- (iii) Design calculations (Photometric Plans)
- (iv) Light level calculation drawings (Photometric Plans)
- (v) Installation details, including structural support requirements.
- (vi) Lighting Schedule.

QA/QC quality reviews prior to submitting are required and records of such quality review documents per discipline will be requested by RIPTA. In addition, the Designer must keep the meeting minutes from prior meetings and submissions to demonstrate prior stakeholder comments have been addressed and incorporated.

5.2. Permitting

The Project Company shall implement and update the project permitting plan described in Section A.12 of this Appendix as necessary.

5.3. Equity, Inclusion and Diversity Subcontracting Plan

The Project Company shall provide an updated draft equity, inclusion and diversity subcontracting plan, based on the draft plan submitted during Task 4, to be utilized during the design-build phase of the Project under the Project Agreement. The draft plan should demonstrate how the Proposer will make a good faith effort to meet the objectives set out in the RPF.

5.4. Community Benefits Plan

The Project Company shall provide an updated draft Community Benefits Plan to be implemented during the Project under the Project Agreement. The plan should identify specific programs, investments and opportunities, identifying as if and to what extent, these reflect input from community outreach efforts. The Plan shall include a detailed implementation schedule (timeline), as well as projected cost estimates.

5.5. Operations Services Plan

As necessary, the Project Company shall update the Operations Services Plan to reflect any changes to the Facilities Maintenance plan for the Infrastructure Facility and provide the updated Plan to the City in hard copy and electronic format. The updated Operations Services Plan should also identify any individuals or entities who will assume responsibility for the commercial operations and property management of the TOD.

5.6. Cost-Estimating & Pro Forma

- (a) As part of the 60% submittal package, the Project Company shall provide the following:

- (b) An updated Design-Build Work cost estimate for each Facility in a format acceptable to RIPTA, explaining changes from the 30% submittal package Design-Build Work cost estimate.
- (c) Provide an updated commercial pro forma for the TOD, identifying revenue and cost assumptions for diverse components of the TOD (i.e., affordable housing units, market-rate multifamily housing, retail, parking, etc.);
- (d) Utilizing baseline assumptions derived from the updated financing plan, as well as updated Design-Build Work and Operation Services estimates, provide an updated compensation schedule for the Project.
- (e) Identify the top five Project cost drivers and discuss options for cost reduction.

5.7. Financing

During Task 5, the Project Company shall meet at least monthly, or as otherwise reasonably agreed, with RIPTA to further advance project funding and financing options. Such meetings are intended to help RIPTA build on options identified in Task 3 to help reduce its budgetary burden associated with the Infrastructure Facility, as well as to assist RIPTA in budget planning.

Additionally, the Project Company shall submit an initial draft of the materials described in Task 6.2 (Private Financing Plan Requirements) of this Appendix to RIPTA for its review and comment. RIPTA shall have at least 30 days to review such materials and provide comments to the Project Company. The Project Company shall account for such RIPTA comments in the final Financing Plan submitted pursuant to Task 6 (Definitive Project Submittal).

The Project Company shall submit an initial draft of the materials described in Task 6.3 (Financial Model Requirements) of this Appendix to RIPTA for its review and comment. RIPTA shall have at least 30 days to review such materials and provide comments to the Project Company. The Project Company shall account for such RIPTA comments in the final Financial Model submitted pursuant to Task 6 (Definitive Project Submittal).

5.8. Public Outreach & Communications

During Task 5, the Project Company shall implement, in coordination with RIPTA, the public outreach and communications plan for the Project approved in Task 2 (including any amendments). During this period, the Project Company and RIPTA shall meet at biweekly, or as otherwise reasonably agreed, to further coordinate outreach and communication efforts. At the end of Task 5, the Project Company shall submit a detailed summary of outreach and communication activities undertaken during Task 5, as well as an overview of key public comments, concerns and inputs and how these have been incorporated into the project design.

5.9. Other Technical Submittals

In addition to the above, the Project Company shall also submit the following additional technical information as part of the 60% Submittal Package:

- (a) Updated risk register;
- (b) Updated detailed Project schedule (including both the Preliminary Services Period and Project Services Period)

5.10. 60% Package Submittal & Workshop

The 60% Submittal Package will be initially presented to a RIPTA in a full day workshop (or for a duration otherwise agreed to by the party) and will include an overview of all the requirements set out above. The Project Company shall furnish to RIPTA six (6) paper copies of the draft Task 5 Package submittal, and an electronic copy in Adobe PDF format. On or about the time of the scheduled submissions of the above-referenced Task 5 Package, Project Company and RIPTA shall meet and confer about the submissions. The Project Company shall prepare agenda and submit to RIPTA no later than three (3) calendar days before meeting. Minutes of the meetings, including a full listing of all changes, will be maintained by the Project Company and provided to all attendees for review. Following the design review meeting, RIPTA shall review and comment on such submissions, providing any comments and/or concerns about such submittals within fourteen (14) calendar days of receipt from the Project Company. Project Company shall revise the Technical Deliverable Material (and any other deliverables) in response to RIPTA's comments, shall maintain a comment/response log, and incorporate said responses into the subsequent submittal.

TASK 6: Definitive Submittal

The Definitive Project Submittal shall be completed and submitted to RIPTA on a timely basis and shall remain a firm offer by the Project Company for at least 180 days. The Definitive Project Submittal shall include and be based upon the Technical Specifications, acceptance standards, performance guarantees, Operations Services Plan and plan of finance and all other information, analysis, findings and reports developed by the Project Company during the performance of the prior Preliminary Services Tasks and shall be prepared in accordance with the Contract Standards.

There should be no changes to the Definitive Project Submittal from the materials submitted by the Project Company under Task 5, unless RIPTA requested a change following its review of the 60% submittal package.

The Definitive Project Submittal components are a price submittal, a technical submittal, a commercial terms submittal and an additional information submittal, as follows:

6.1.1. Price Submittal

- (a) The Financing Plan described in Task 6.2 of this Appendix;
- (b) The Financial Model Described in Task 6.3 of this Appendix;
- (c) A proposed Capital Charge Component for the Infrastructure Facility, with a detailed and comprehensive description of how the proposed Capital Charge Component was derived and the material factors on which it was based (including Infrastructure Facility Design-Build costs, financing costs, cost off-sets, etc.);
- (d) If applicable and requested by RIPTA, a list of any proposed allowance items, alternate prices and unit prices;
- (e) A proposed Design-Build Price on a fixed lump sum price option basis, which shall be accompanied by appropriate open-book pricing supporting documentation;

- (f) A proposed Operations Charge Component for the Infrastructure Facility, with a detailed and comprehensive description of how the proposed Operations Charge Component was derived and the material factors on which it was based;
- (g) A proposal on how the Operations Charge will be escalated annually, if at all;
- (h) Identification of an annual repair and replacement allowance;
- (i) Any fixed or variable payments to RIPTA from the Project Company for usage of Common Infrastructure;
- (j) Any fixed or variable payment to RIPTA from the Project Company related to commercial revenue derived from the TOD;
- (k) An annual guaranteed maximum energy utilization;
- (l) An annual guaranteed maximum on any other amounts that RIPTA has agreed in its discretion to treat as a pass-through;
- (m) Proposed debt service and Return-on-Equity schedules for the Infrastructure Facility;
- (n) An annual Service Fee that supports the annual Service Fee calculation and reflects the proposed “Design-Build Subcontractor Fee”, “Operations Subcontractor Fee” and “Return-on-Equity” set forth in the Project Company’s Proposal, as well as the Preliminary Services Fee; and
- (o) All costs, bids, quotes, estimates and other information supporting the Definitive Project Submittal shall be made available to RIPTA.

The Capital Charge Component and proposed Operations Charge Component and the other elements of the Definitive Project Submittal shall be based upon the risk allocation established by the Project Agreement.

6.1.2. Technical Submittal

- (a) Technical Specifications to be incorporated into the Project Agreement;
- (b) Acceptance standards, acceptance test procedures, to be incorporated into the Project Agreement;
- (c) The final and complete list of required Governmental Approvals (recognizing that the Project Company will be required to acquire all Governmental Approvals) for the Project (including Governmental Approval application submittal dates and assumed Governmental Approval issuance dates to be incorporated into the Project Agreement);
- (d) A description of any Change in Law that has occurred between the Agreement Date and the date of the Definitive Project Submittal;
- (e) An updated and finalized description of the Project Site;
- (f) The Facilities Maintenance Plan for the Infrastructure Facility including the major maintenance, repair and replacement schedule; and
- (g) Performance guarantees for the Project’s operation and maintenance term.

6.1.3. Commercial Terms Submittal

- (a) Confirmation that the Project Agreement as previously finalized between RIPTA and Project Company is agreed to in all respects;
- (b) A Scheduled Substantial Completion Date;
- (c) A guaranteed schedule for completing the Design-Build Work by the Scheduled Substantial Completion Date;
- (d) Investment-grade business plan covering all components of the TOD (including affordable housing, mixed-use, etc.) demonstrating the viability of the proposed development approach.

6.1.4. Additional Information Submittal

- (a) A final subcontracting plan;
- (b) The names of proposed Subcontractors and descriptions of their roles for approval by RIPTA;
- (c) A letter from a qualified surety confirming the intent of the surety to provide the payment bond and performance bond required under the draft Project Agreement;
- (d) A final equity, inclusion and diversity subcontracting plan;
- (e) A final community benefits plan to be implemented during the Design-Build phase of the Project Agreement;
- (f) A listing of any assumptions, clarifications or qualifications made by the Project Company in providing its Definitive Project Submittal that are material to any part thereof, including a statement as to what information supplied by RIPTA (if any) the Project Company proposes to use as the basis of any portion of its Definitive Project Submittal; and
- (g) Any other information reasonably requested by RIPTA prior to the due date for the Definitive Project Submittal as necessary or appropriate to negotiate and complete the Project Agreement.

6.2. Financing Plan Requirements

The Project Company must provide a full description of a complete financing plan for the Project Agreement (the “**Financing Plan**”), including the amounts and timing of required funds through the Design-Build Period, the complete operation and maintenance period and including all the Operation and Maintenance Services and the lifecycle maintenance. The sources of funds must match the demand for funds throughout both the design-build period and the operation and maintenance period.

6.2.1. Committed Financing

The Financing Plan must demonstrate the sources of finance and the level of commitment of the financing, and include the following information:

- (a) Full details of each source of financing, including equity, any construction or standby facilities, subordinated debt, capital markets debt, variation facilities and internally generated funds (separated into interest earned on deposits, reserve accounts, and third-party income);

- (b) Identification and credit status of each investor and the amount to be provided by each investor, including expected yields or returns;
- (c) For each investor subscribing equity or quasi-equity (including the holding of subordinated debt in a tax-exempt structure), details about the availability of equity / quasi-equity finance, including, as applicable, copies of all relevant agreements and board minutes approving the quantum of equity / quasi-equity to be provided;
- (d) If guarantees are to be provided as part of the financing package, written confirmation by each shareholder's parent company, stating that it is able to provide a parent company guarantee in relation to the availability of the equity / quasi-equity (including the holding of subordinated debt in a tax-exempt structure) for the Project, and that it has adequate funds available;
- (e) If any equity or quasi-equity (including the holding of subordinated debt in a tax-exempt structure) finance is to be raised from external sources, specify such sources and provide written confirmation from the providers as to their willingness to provide funding and the amount of funding available; and
- (f) Full description (including, where applicable, copies) of all relevant agreements evidencing and confirming the extent of support (including performance guarantees) that is to be provided in respect of the obligations and liabilities of the Project Company by each of the Project Company's shareholders, subcontractors and associated third parties, including details of any parent and ultimate parent company involvement in any and all such elements of support.

6.2.2. Term Sheets

The Project Company must provide term sheets for all the financing providers including:

- (a) The identity of the arranger, underwriter or lenders, as applicable;
- (b) The period for which such financing is valid until;
- (c) Type of financing facility;
- (d) Purpose of facility;
- (e) Availability period;
- (f) The amount of financing proposed or committed and currency in which it is to be provided;
- (g) The drawdown schedule;
- (h) Details of grace periods, including duration and contingency;
- (i) Repayment or redemption schedules, maturity dates and prepayment terms (including make-whole clauses);
- (j) Details of the performance security package to be provided by each of the Project contractors, including details of letters of credit or other security, bonding or guarantee requirements and costs (from either parents or third parties);
- (k) Arrangement, underwriting, commitment, agency and all other fees;
- (l) Interest rates (whether fixed or floating) specifying base rate, other credit spreads and all margins and including any ratchet mechanism;
- (m) Requirements for reserve accounts;
- (n) Any proposed hedging arrangements in respect of interest rates;
- (o) Events of default and other similar arrangements;
- (p) Step-in arrangements consistent with the Project Agreement;
- (q) Any conditions precedent for disbursement;

- (r) Due diligence requirements;
- (s) Any other restrictions, requirements or conditions that may materially impact the Project Company's ability to raise financing or drawdown on committed financing after financial close;
- (t) If the Financing Plan is dependent on a credit rating, an indicative credit rating from one or more ratings services;
- (u) A confirmation letter from the Project Company's financial advisor stating that the Financing Plan is achievable and robust;
- (v) Details of any working capital requirements and details of how these requirements will be met;
- (w) Details of any standby facilities provided to satisfy the requirements of the Project Agreement;
- (x) Details on any "make whole" provisions or breakup fees; and
- (y) To the extent that other forms of finance, other than debt and equity, are to be used the Project Company is to provide appropriate details equivalent to those requested above for equity and debt finance.

6.2.3. Support Letters

The Project Company must provide confirmation from each of its equity or quasi-equity (including the holding of subordinated debt in a tax-exempt structure) providers:

- (a) That the equity or quasi-equity provider has reviewed and approved the Financing Plan and pricing established in the Definitive Project Submittal,
- (b) That the equity or quasi-equity provider is fully committed to providing the equity or quasi-equity described in the Financing Plan, and
- (c) That the equity or quasi-equity provider will make the funds available as described in the Financing Plan and as required by the lenders.

6.2.4. Lenders and Financing Commitment

The Project Company must provide confirmation from its lenders:

- (a) That the Project Company's timetable and steps required to reach financial close are achievable,
- (b) That each lender's counsel has reviewed and fully commented on the draft Project Agreement,
- (c) That the lender has reviewed and accepted the Financial Model (stating the version number); and
- (d) The level of approval obtained from the lender and that no conditions other than the conditions precedent for disbursement described in the provided term sheets must be satisfied before the funding will become committed.

6.2.5. Interest Rate Hedging

The Project Company must describe and provide details of its proposed interest rate hedging strategy, if any that may be used, including the time period over which a hedge is expected to be in place and the proportion of the debt repayments that are to be hedged.

6.2.6. Refinancing

The Project Company must describe any plans for refinancing. If the Project Company plans to refinance debt, the Project Company must provide full details including assumptions with respect to:

- (a) The structure and the timing of refinancing;
- (b) Interest rates;
- (c) Margins;
- (d) Timing of repayments;
- (e) Reserve accounts; and
- (f) Cover ratios.

6.2.7. Financial Close Interest Rate Risk

The Project Company must describe and provide full details on any interest rate risk, such as benchmark interest rate risk that it will not retain the risk of prior to financial close and how it expects RIPTA to share in any such risk.

6.2.8. Taxes

The Project Company must provide full details of its taxation assumptions to demonstrate that the Project Company has given full consideration to all tax implications in preparing the Financing Plan and Financial Model.

6.3. Financial Model Requirements

The Project Company shall provide the computer model it has used and which is proposed to become the initial financial model upon Commercial Close under the Project Agreement (the “**Financial Model**”). The file must meet the requirements below and must allow the viewer access to all internal formulas, data and assumptions together with a full print out of all modelsheets.

6.3.1. General Financial Model Requirements

The Financial Model must:

- (a) Provide financial projections (cost and revenue projections) on a monthly basis prior to the Scheduled Acceptance Date and on a semi-annual basis (for each period ending December 31 and June 30) from the Scheduled Acceptance Date until the end of the Term;
- (b) Be expressed in US dollars;

- (c) Be based on the pre-approved benchmark interest rates and have such rates be easily identifiable.
- (d) Include a print option macro; and
- (e) There should be no circular references or balancing numbers and no input numbers in the calculation worksheets.

6.3.2. Schedules

The Financial Model must include and provide:

- (a) Assumption schedules:
 - (i) Capital and operating costs;
 - (ii) Taxation;
 - (iii) Construction milestone payment, if applicable;
 - (iv) Affordability Cap; and
 - (v) A scenario control sheet.
- (b) Sheets:
 - (i) A schedule of Service Fee payments by RIPTA that sets out the expected date of Service Fee payments and the amount to be paid by RIPTA, in both real and nominal terms;
 - (ii) The proposed funding structure, with funding schedules that specify the expected debt repayment dates and the amount of debt service, in nominal terms only, to be repaid;
 - (iii) The calculation of Project returns for the different elements of financing;
 - (iv) Projected income statements;
 - (v) Projected balance sheet;
 - (vi) Cash flow projections;
 - (vii) Cash cascade in order of seniority (which should be consistent with any funding term sheets); and
 - (viii) Supporting schedules.

6.3.3. Specific Outputs

The Financial Model should produce the following outputs:

- (a) A page listing the annual Service Fee for each year (such Service Fee must fall within the Affordability Cap established for each year). The information must also include the breakdown of the annual Capital Charge Component and the Operations Charge Component for each year.
- (b) Project internal rate of return (IRR), before financing and tax, in both real terms and nominal terms;
- (c) Return on equity and sub-debt, in both real terms and nominal terms, and a blended equity return that incorporates all sub-senior debt finance;

- (d) Debt to equity ratio at the time of financial close and at the Acceptance Date, defined as total financial debt divided by total shareholders' funds;
- (e) Drawdown schedules, including dates and amounts for all sources of finance on a semi-annual basis;
- (f) Weighted average cost of capital at the assumed financial close date;
- (g) Annual debt service payment schedule over the term of the Project, including the annual debt service cover ratio and loan life cover ratio for each year of the Project Agreement's term, with minimum and average ratios;
- (h) Any other ratios that are considered relevant to the proposed financial structure, financial covenants or financing agreements;
- (i) The precise timing of any equity injections and details of the phasing, if appropriate;
- (j) NPV of the real Service Fee, assuming no deductions for poor performance, with clearly defined discount rates;
- (k) Summary financial statements, in nominal terms only, for each year of the Project's term, in accordance with Generally Accepted Accounting Practice (GAAP);
- (l) The construction price that is included in the Financial Model will be the Project Company's estimated out-turn construction price at the assumed financial close Date;
- (m) A breakdown of development costs;
- (n) Revenues and costs on a semi-annual basis;
- (o) Operation and maintenance costs;
- (p) Lifecycle / major repair and replacement costs;
- (q) A breakdown of Project Company revenues and costs;
- (r) Other operating costs;
- (s) Net income from income generation activities, analyzed by activity; and
- (t) Revenue and capital flows.

6.3.4. Financial Model Data Book

- (a) The Project Company must provide a detailed and comprehensive Financial Model specification booklet including, instructions for using the Financial Model, including:
 - (i) How changes to input variables should be entered;
 - (ii) How to run the model following changes to inputs;
 - (iii) How to run sensitivities;
 - (iv) Details of all macros, if any, contained in the model;
 - (v) How to print key reports and the entire model;
 - (vi) Details of the optimization procedure; and
 - (vii) Construction of the model, including contents list of sheets and data contained within.
- (b) As part of the Financial Model specification booklet, the Project Company must provide full details of the model inputs which identifies and includes:
 - (i) For each source of finance: the drawdown timetable; grace period; repayment schedules; debt maturity profile; costs of finance, including margins and fees and all success fees; and any variations to margins or fees over the life of the loans;

- (ii) Capital and operating cost schedules;
- (iii) Macro-economic assumptions, including interest and inflation rates;
- (iv) Taxation assumptions;
- (v) The assumptions made in relation to applicable sales tax liabilities and recoverability;
- (vi) Accounting policies, including depreciation by asset type, and working capital requirements;
- (vii) All other assumptions that have been necessary in order to construct the Financial Model; and
- (viii) The inputs data should be consistent with, and reconcile to, the Financial Model.

6.3.5. Financial Model Audit

The Project Company must provide an independent audit of its Financial Model to be conducted by a nationally recognized financial model auditor.

Copies of the audit reports and opinions shall be co-addressed to RIPTA and RIPTA will be expressly identified therein as an entity entitled to rely upon such audit, subject to the financial model auditor's contractual caps on liability.

The Project Company also shall provide RIPTA with an opinion from the financial model auditor stating that the Financial Model is suitable for use in connection with the financial close and refinancing procedures set forth in the Project Agreement. This opinion, on which RIPTA will be co-addressee and expressly entitled to rely, may also result from an independent review of the Financial Model required by the lenders.

6.4. Additional Requirements for Preparing the Definitive Project Submittal

- (a) The Project Company shall conduct any supplier proposal process on an "open book" basis, and shall allow RIPTA to participate in the receipt and analysis of all proposals, including but not limited to the following:
 - (i) Conduct supplier procurement processes so as to obtain competitive pricing for cost components of the Project construction including equipment and materials to be incorporated into the construction, and equipment and temporary facilities used in performing the construction.
 - (ii) Submit draft procurement documents including procurement contract language, technical specifications, and drawings as required to solicit procurement proposals for RIPTA's review and comment. RIPTA's comments will be discussed and incorporated into documents as agreed by the parties.
 - (iii) Distribute requests for proposals or requests for bids for the equipment to be procured to respective suppliers, respond to supplier's questions, and prepare addendums as necessary. Copies of all solicitation documents, addenda, and other relevant correspondence shall be provided to RIPTA.
 - (iv) Solicit competitive bids from all major suppliers. A major supplier shall be considered a supplier that provides equipment or materials equating to one-half percent (0.5%) or greater of the Project direct costs; or as otherwise agreed upon between RIPTA and Project Company.

- (v) Meet with RIPTA to receive RIPTA's recommendations for award of procurement contracts. Discuss RIPTA's preferences and reach Preliminary Services Agreement between RIPTA and Project Company on the final supplier selections on the basis of best value, after considering price and other non-monetary factors.
- (b) The Project Company shall conduct any subcontractor proposal process on an "open book" basis, and shall allow RIPTA to participate in the receipt and analysis of all proposals. Project Company shall endeavor to invite at least three (3) subcontractor proposers, if practical, for all major subcontracts, unless otherwise authorized by RIPTA. A major subcontractor shall be considered a subcontractor that performs work equating to one-half percent (0.5%) or greater of the New Wastewater Treatment Facility direct costs; or as otherwise agreed upon between RIPTA and Project Company. The Project Company shall furnish copies of quotations to RIPTA for review prior to award. The Project Company, following consultation with RIPTA, shall have the right to select on the basis of best value, after considering price and other factors. Copies of all subcontracts, including all modifications and/or revisions will be furnished to RIPTA within five (5) business days from issuance.
 - (i) The Project Company may select certain subcontractors without implementing the procurement process as required above if it first obtains RIPTA's written consent, which may be withheld in RIPTA's discretion; and
 - (ii) For selecting subcontractors, a prequalification process shall be utilized by the Project Company by first identifying potential subcontractors and then evaluating subcontractors based upon a prequalification questionnaire. The prequalification questionnaire shall address evaluation criteria agreed upon by the Project Company and RIPTA.
- (c) Project Company shall not employ any subcontractor or supplier against whom RIPTA may have reasonable objection. The Project Company shall not be required to employ any subcontractor, supplier, or other individual or entity to furnish or perform any work against whom the Project Company has reasonable objection.

Attachment 1

Project Technical Requirements

1. Programmatic Design Requirements

Bus Boarding Areas

- Indoor bus berthing/loading area to accommodate 98 vehicles per peak hour.
- Minimum of 16 indoor berths and six outdoor berths. Indoor berths must accommodate a minimum of 14 40-buses and 2 60-foot articulated buses. Outdoor berths must accommodate a minimum of 4 40-buses and 2 60-foot articulated buses.
- Bus parking lanes must be a minimum of 11 feet
- Indoor nominal clear height (pedestrian circulation level to underside of structure) must be 18 feet, with minimum vertical clearances at 14 feet (beams, light fixtures, etc.)
- Lighting and wayfinding signage for customer safety and convenience
- Real time information displays at each bus berth

Passenger Areas

- Indoor passenger waiting area with seating and public restrooms to accommodate a minimum of 8,000 daily passenger boardings
- Minimum of two water fountains with water bottle filling stations
- Climate-controlled indoor environment
- Fully ADA accessible; all designs subject to review by RIPTA's Accessible Transportation Advisory Committee
- Boarding and alighting areas clearly marked with comprehensive wayfinding signage program
- Centralized, highly visible real time information display
- Ticketing/customer information counter
- Minimum of two self-service ticket kiosks

RIPTA Back-of-House Areas

- Customer service office to accommodate a minimum of three employees
- Transportation supervisor office to accommodate a minimum of two supervisors with bus berthing area view and access for monitoring and communications
- Break room to accommodate a minimum of 15 occupants with kitchenette, tables, chairs, driver information kiosk, phone charging stations, wall-mounted television
- Men's and women's staff restrooms to accommodate a minimum of 15 employees
- Men's and women's staff locker rooms lockers, mirrors, and benches
- Upper-floor level multipurpose room for RIPTA staff meetings and limited/restricted community gatherings
- Open-air outdoor gathering space/roof deck adjacent to the upper-level multipurpose room; must offer city views and feature a high level of finish and amenity
- Key card access for all RIPTA staff rooms and spaces
- Restricted vertical circulation (stairs and elevators) separating upper-level RIPTA staff rooms and spaces from lower-level public circulation
- Mechanical, electrical, and plumbing functions for the building operations.

Commercial Development

- Ground-floor commercial development must primarily feature retail supportive of associated transit center use (such as café, newsstand, bicycle valet and quick repair service).

- Ground-floor commercial must be substantially open to both the transit center and the surrounding neighborhood, featuring direct on-street access and pedestrian-friendly street frontages

Housing Development

- A substantial percentage (initial base target of 40%) of housing units must be affordable to households with incomes no higher than 120% of the Area Median Income (“AMI”), adjusted for family size.

2. Regulatory and Design Requirements

Regulatory Requirements

- The Project must adhere to all Federal, State and Local laws and codes, including, but not limited to:
 - City of Providence D-1 Zone regulations and the design regulations set forth in Article 6 of the Providence Zoning Ordinance. Project is subject to all requirements of the Downtown Design Review Committee.
 - Building Code (2021 Edition)
 - Life Safety Code NFPA 101 (2018)
 - Fire Alarm Code NFPA 72 (2019)
 - Electrical Code NFPA 70 (2020)
 - Fire Code NFPA 1 (2018)
 - Standard for the Installation of Sprinkler Systems NFPA 13 (2016)
 - Plumbing Code (2021)
 - Mechanical Code (2021)
 - ADA Standards for Transportation Facilities (2006 adoption by USDOT)
 - Green Buildings Act

2. Public Communications & Outreach Requirements

The Project Company's communications and outreach plan will serve to (i) inform the public of major Project milestones, (ii) gather public input into Project design and (iii) solidify RIPTA's commitment to transparency. **The communications and outreach plan must materially conform to the requirements set forth herein.**

Joint Implementation: Both RIPTA and the Project Company will be responsible for educating the public, key stakeholders and elected officials about the Project. This will include, without limitation, conducting workshops and public meetings with elected officials and other stakeholders, as well as conducting other outreach to the public and media.

The Project public involvement and communications plan shall, at a minimum:

- Inform the public and key stakeholders about the Project and Project delivery approach;
- Serve as central hub of information about the Project;
- Promote inclusivity to ensure diverse participation; and
- Create transparency that will lead to greater public understanding and support for Project.

Public outreach shall, at a minimum, include:

- Clear, consistent communications and status updates on all RIPTA communications platforms;
- A minimum of one public meeting during each Task (beginning with Task 2);
- Workshops to be held in the geographical area of the Project; and
- Outreach to stakeholders, elected officials and other interested parties.

PUBLIC COMMUNICATIONS AND OUTREACH PLAN REQUIREMENTS

The Project Company shall develop a public communications and outreach plan that, at a minimum, materially conforms with the following requirements:

- (a) Regular internal communications meetings (biweekly or as otherwise agreed);
- (b) Regular schedule of written project updates;
- (c) Identification of key groups, individuals, and geographical areas that are the focus of the public outreach;
- (d) Develop strategies to reach riders and underrepresented communities;
- (e) Presentations to rider groups and external organizations;
- (f) Develop informative multilingual materials on the P3 project and update as needed
 - (i) Including but not limited to: FAQs, graphics, video overview of the project, usable maps for website and social media
- (g) Identify the media approaches to conduct public outreach such as:
 - Project information on RIPTA website
 - Public workshops
 - Focus group sessions
 - Key elected official briefings
 - Board meetings
 - Newsletter update
 - Virtual open house
 - Video overview of the project
 - Social media and other digital platforms
- (h) Identify a schedule for delivery of public outreach by Task;

- (i) Recordkeeping for the public outreach effort that includes:
 - (i) Identification of attendees/participants for public outreach;
 - (ii) Summary of key input and questions received in public outreach
 - (iii) Follow up in response to input and questions received; and
 - (iv) Input on materials used in the public outreach;
- (j) Images of current Site conditions and comparisons to Project at various design phases;
- (k) Digital tools to capture feedback and community requests;
- (l) If a separate website is created for the Project, the Project Company will develop, manage and update such website on RIPTA's behalf;
- (m) If one or more separate social media account(s) is/are created for the Project, the Project Company will operate and manage such social media account(s) on RIPTA's behalf.

OUTREACH PLANNING REQUIREMENTS

Within the communications and outreach plan, the Project Company shall be required to comply with the following:

IDENTIFY THE PUBLIC'S ROLE

Identify the best ways to achieve Project goals based on public input. The public will be informed, consulted, involved, and asked to collaborate as appropriate.

- (i) Inform: Provide information to the public and community members;
- (ii) Consult: RIPTA will be open to feedback on the project throughout;
- (iii) Involve: Allows for more discussion with the public in an effort to ensure that public concerns are consistently understood in pursuit of the best, most rider-friendly outcome possible; and
- (iv) Collaborate: Partner with the public in order to weigh and consider alternative options and preferred solutions.

WORKSHOP/MEETING CONSIDERATIONS

- Schedule meetings at multiple times of day and on weekends to accommodate the broadest possible audience;
- Hold meetings in geographically accessible locations with access to public transportation;
- Hold meetings in accessible venues;
- Hold virtual meetings;
- Utilize targeted media advertising to reach LEP individuals;
- Provide oral and ASL interpreters upon request; and
- Follow ADA accessible recommendations for print and visual materials

STAKEHOLDER IDENTIFICATION (PRIMARY, SECONDARY, TERTIARY)

Identify individuals, entities and communities that will be directly or indirectly impacted by the Project.

Stakeholder groups are expected to include, among others, the following:

- | | |
|---|--|
| - RIPTA riders | - Youth |
| - Local property owners | - Educational institutions |
| - Local businesses | - Neighborhood groups |
| - Local, regional, state and federal agencies | - Non-profit organizations that provide services to riders |
| - Elected officials | |

ENGAGEMENT TOOLS AND TECHNIQUES

Utilize the following engagement tools and techniques:

- Public Meetings/Public Hearings
- Workshops
- Open Houses
- Small Group Meetings
- Focus Groups
- Virtual Public Meetings
- Mobile Tours/Field Trips/ Community Tours
- Surveys

COMMUNICATION METHODS

RIPTA is committed to conducting inclusive public outreach. Through all outreach exercises, RIPTA and the Project Company will use plain spoken, lay language and understandable terms as an integral component of feedback solicitation, including, but not limited to, the following communications methods:

- (i) Social media posts;
- (ii) Press releases;
- (iii) Onboard digital advertising;
- (iv) Digital bus shelter advertising (DTC);
- (v) Email / Newsletter;
- (vi) Website;
- (vii) Notices at bus stops;
- (viii) Minority media sources to distribute targeted information;
- (ix) Traditional media sources;
- (x) Materials and notices that are most common to the outreach area; and
- (xi) Networks of stakeholder and community groups for distribution

Attachment 2

Program and Design Guidelines

1. Design Guidelines

In addition to the Project Objectives detailed in the RFP, RIPTA Plans and Guidelines include:

- [Rhode Island Bus Stop Design Guide](#)
- [Service Guidelines](#)
- [Transit Forward RI 2040](#)
- [Brand and Style Guide](#)
- Signage and Wayfinding Program Guidelines (in development)

2. Illustrative Program Description

Following is a narrative vision of a future transit center/transit-oriented development which includes references to project elements that are *desirable* but *not required*. The intent of this description is to stimulate creative thinking and consideration of how the future transit center can elevate the passenger experience while also supporting community goals and enhancing the surrounding neighborhood.

The state-of-the-art Dorrance Street Transit Center project will be a multistory mixed-use development state of the art transit facilities, retail space, and housing. The Transit Center will be built to LEED and Energy Star standards for maximum environmental sustainability and will replace existing surface parking lots with dense, transit-oriented development that will offer improved mobility, comfort, and safety for local residents and employees, while supporting the City and State's affordable housing, sustainability, and economic development goals.

Covered bus berths and vehicle circulation Area

Covered, efficient, and accessible boarding and alighting areas clearly marked with the latest signage and wayfinding standards.

Passenger arrival and seating area

Fully furnished seating options with adjacent café access providing translucency from street viewing to bus arrivals and departures. Abundant glass to allow transparency and expansiveness.

Café counter

Food and drink dispensary offering grab-and-go food, refreshment dispersal, and premade food stuff options. Design intent to be light, airy, and open to compliment the passenger waiting area.

Ticket Booth/Information

Glassed-in ticket counter for manual ticket purchase of transportation. Seating and entry areas to have multiple self-service ticket kiosks for ease of passenger purchase. Real time information displays at each exterior bus berth, with interior displays to aide in passenger wayfinding. Information desk in seating area. Signage to compliment digital boards.

RIPTA Supervisor Office

Back-of-house open office space for RIPTA supervisors offering full view of bus activity within garage for improved communication and monitoring.

Public Toilet Rooms

Clean, new, durable multi-stall toilet rooms for public comfort with adjacent bottle filling station and water fountain.

Security/Public Safety Facilities

Space reserved for safety monitoring and overall security for the public. Located along the front façade with easy access to passenger seating, with a full-time public safety presence.

RIPTA Staff Break Area

Break Area with amenities including kitchenette, driver information kiosk, restrooms, and overlooks to the city through large spans of glazing.

Multipurpose Meeting Room & Outdoor Gathering Space

An upper-story gathering space with a club-like atmosphere that can be made available for events, corporate functions, public meetings, and community functions. Adjacent to the enclosed meeting room is an open-air outdoor gathering space atop the Transit Center. Visitors can enjoy a trellised roof deck with expansive views of the city and river. Softened with rooftop plantings, this space will be a draw for public engagement and become a destination spot for all who view and enjoy it.

