



REQUEST FOR PROPOSAL (RFP) – BID# 7592714

RI TRANSPORTATION INNOVATION PARTNERSHIP AUTONOMOUS VEHICLE MOBILITY CHALLENGE

SUBMISSION DEADLINE: Friday, June 08, 2018 at 11:30 AM (ET)

PRE-BID CONFERENCE: NO
 YES **Monday, May 21, 2018 at 1:00 PM (ET)**

Mandatory: NO
 YES:

Any vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory pre-bid conference. The representative must register at the pre-bid conference and disclose the identity of the vendor whom he/she represents. Because attendance at the pre-bid conference is mandatory, a vendor's failure to attend and register at the pre-bid conference shall result in disqualification of the vendor's bid proposal as non-responsive to the solicitation.

Location: RI DEPARTMENT OF ADMINISTRATION -
ONE CAPITOL HILL - 2ND FLOOR, CONFERENCE ROOM A
PROVIDENCE, RI 02908

Buyer Name: *Lisa Hill*
Title: CHIEF BUYER

QUESTIONS Prospective bidders are hereby notified that all questions pertaining to this contract must be submitted to the Department of Transportation in writing through its website at <http://www.dot.ri.gov/contracting/bids> by accessing the questions & answers menu located within the 'contracting', then 'bidding opportunities' link. Response to the submitted questions will also be posted under this link as an addendum as appropriate. Phone calls will not be accepted.

SURETY REQUIRED: NO

BOND REQUIRED: NO

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

NOTE TO VENDORS:

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

THIS IS NOT A BIDDER CERTIFICATION FORM

RHODE ISLAND DEPARTMENT OF TRANSPORTATION
TWO CAPITOL HILL
Providence, RI 02903
REQUEST FOR PROPOSALS (RFP)

Proposals are hereby solicited by the State of Rhode Island Department of Administration (**RIDOA**)/ Division of Purchases on behalf of the Rhode Island Department of Transportation (RIDOT) from qualified Vendors that are interested in entering into a Public-Private Partnership (**P3**) with the State of Rhode Island (**State**) to provide the services described in detail in the Scope of Work (**SOW**) for the:

RFP# 7592714

**RI TRANSPORTATION INNOVATION PARTNERSHIP
AUTONOMOUS VEHICLE MOBILITY CHALLENGE**

Disadvantaged Business Enterprise (DBE) GOAL: NONE

I. INTRODUCTION

The Rhode Island Transportation Innovation Partnership (**TRIP**), a collaboration of state and local partners sees transportation and mobility as a critical part of an integrated and comprehensive system of communities, infrastructure, land use planning, technology, and the natural environment.

This is a time of disruption and fast-paced change within the transportation sector. Innovation and new technologies, such as connected and highly automated or autonomous vehicles (**CAVs**), offer us the potential to grow partnerships, improve mobility, build our economy, reduce negative environmental impacts, and benefit the health and well-being of Rhode Islanders. While the new technologies could bring dramatic changes to the transportation system as we know it, integration of these technologies should be carefully planned and well executed to avoid unintended consequences and to yield the most benefits.

Within the TRIP Initiative, we see partnerships, research, and test projects as key components to ensuring a responsible, sustainable, and equitable path forward. With safety as our number one priority, our approach is to create fertile ground in which the private and public sectors can work collaboratively and efficiently to harness innovation for the social and economic benefit of Rhode Islanders.

Therefore, the goals of TRIP are to achieve:

- **SAFER TRANSPORTATION:** In the long run, fully autonomous vehicles may have the potential to eliminate many of the human factors that cause traffic fatalities. In the short term, as we transition to this new mode of travel and test them, CAVs must be able to recognize, yield to, and share the road with all users. Cybersecurity must be taken seriously by all parties, from the developers to the users.
- **SUSTAINABILITY, FUEL REDUCTION, AND REDUCED CONGESTION:** The state will work to ensure that its integration of CAV technology achieves reductions in fuel use and associated carbon emissions, with benefits for human health and the environment. This should include a focus on both the use of fuel-saving technology as well as consideration of vehicles, routes, and service-models with the potential to minimize congestion and fleet footprint while achieving efficient travel options that are responsive to consumer needs and preferences.

- **IMPROVED AND EQUITABLE MOBILITY:** Integration of new technology should seek to serve a nimble system that adapts to the needs of a broad user base and accommodates a diverse set of needs, reflective of the people of Rhode Island.
- **GROWING OUR ECONOMY AND SUPPORTING OUR WORKFORCE:** Changes in technology, including autonomous features, have the potential to alter job opportunities in areas ranging from manufacturing to service to fleet operations. As a state, Rhode Island supports training for new career pathways that will help offset any disruptions, encourage new investment, and expand opportunities for our workforce.
- **SMART CITIES, DATA MANAGEMENT AND PRIVACY:** Our infrastructure can serve as a platform for information-gathering and sharing to improve our systems, expand efficiencies, and allow for connectivity. Data-sharing agreements should be framed to bring benefits to both public sector agencies and private companies, while protecting the privacy of individual users.

In step with the TRIP principles, and in conjunction with ongoing investments in smart transit and innovation districts, the State is proud to introduce the TRIP Autonomous Vehicle Mobility Challenge (**Challenge**), a pilot project that will leverage highly automated vehicles, easy-access mobility platforms, and other emerging technologies to position Rhode Island at the forefront of mobility testing and fill a gap in the state's transportation network. The intent of this Challenge is to provide the opportunity to test multi-passenger **Vehicle(s)** of SAE Level 3+ of automation under real operating conditions within the context of one district in the City of Providence.

Responses should reflect a Public-Private Partnership (P3) between the State and the private sector that helps advance transit-oriented CAV technology. Through the partnership agreement, the private sector vendor will share its skills and assets to help deliver a service to the general public and help the State learn about adopting transit-oriented CAV technology in Rhode Island. The private-sector partner will benefit from the use of TRIP assets including City of Providence roads, RIDOT infrastructure and support, and RIPTA's knowledge of the transit landscape in Rhode Island.

RIDOT, in conjunction with other TRIP Partners, namely, the City of Providence and the Rhode Island Public Transit Authority (RIPTA), has identified Providence's Woonasquatucket Corridor (**Corridor**), that links the densely populated, historic neighborhoods of Valley, Olneyville, and Smith Hill as a potential location for the introduction of the Challenge and to introduce next-generation mobility services. With this RFP, RIDOT is soliciting proposals from qualified Vendors to implement a pilot mobility service (**Service**) utilizing connected and highly automated and/or autonomous vehicles to connect Providence's Downtown to the Woonasquatucket Corridor and fill a transportation gap in an area of burgeoning development.

Despite a growing population and booming development, the Corridor remains geographically disconnected from Downtown and lacks the transit connectivity needed to help the area grow as an innovation district. The Challenge invites Vendors to provide a solution using high-tech mobility assets like autonomous shuttle buses. The Vendor will establish a service that furnishes, tests, and operates highly automated and/or autonomous multi-passenger transit oriented vehicle(s) (**Vehicle(s)**) to serve Providence's urban core as identified in the SOW. Proposed Vehicle(s) must meet all federal safety and American with Disabilities Act (ADA) standards and meet or exceed the Society of Automotive Engineers' (**SAE**) Level 3 of automation. Both Service and Vehicle(s) must be in compliance with all applicable federal, state and local laws, regulations, and ordinances.

The associated strategies of the TRIP Autonomous Vehicle Mobility Challenge are to:

- (a) Introduce low or zero emission connected and highly automated or autonomous vehicle technology to Rhode Island's capital city in a way that provides a **safe and accessible environment** for Rhode Islanders to experience the new mobility service;

- (b) Provide first/last mile linkages with other existing transportation modes and points of interest, such as the MBTA commuter rail and Amtrak train service at Providence Station (with connecting service to TF Green Airport), existing RIPTA bus services, bike and pedestrian routes, the Woonasquatucket Corridor and Downtown;
- (c) Provide a sustainable and equitable mobility solution that will connect residents in the Olneyville neighborhood of Providence with job opportunities within the Woonasquatucket Corridor;
- (d) Open and create new economic opportunities across skill levels, including training for new career pathways that will help offset any disruptions from new technologies and foster new investment opportunities in the Corridor;
- (e) Accelerate adoption of CAV and other innovations in Rhode Island, in large part due to deployment of new V2I technologies and Wi-Fi capabilities;
- (f) Promote development opportunities and accelerate innovation in Rhode Island;
- (g) Evaluate and demonstrate, via qualitative survey and quantitative data collection efforts, the performance of the pilot within a dense urban area that is open to public travel and under all-weather conditions;
- (h) Gauge public user acceptance of and experience with using the pilot system.

The Challenge presents a unique opportunity to test and expose the capabilities of emerging CAV and transit technologies in a city with complex infrastructure and unique transportation needs. It also looks to integrate innovative new technologies with the City's historic culture, and reconnect some of Providence's most important neighborhoods by reestablishing the links made by streetcars of the past.

II. CONTRACT TERMS / CONDITIONS

The State of Rhode Island is soliciting proposals from qualified Vendors to provide the services described in detail in the SOW. As a minimum, the selected Vendor would be required to: plan, design, furnish, test, implement, operate, maintain, insure and manage a Service that meets or exceeds the goals of the TRIP Challenge via Vendor-provided Vehicle(s) that meet or exceed SAE's Level 3 of automation Vehicle(s) and provide any ancillary services, including but not limited to, vehicle operation and maintenance, smart ticketing and fare collection system(s), security and emergency response, customer support, secure housing for the Vehicle(s), and fueling/charging infrastructure (if applicable). Both Service and Vehicle(s) must be in compliance with all applicable federal, state and local laws, regulations, and ordinances.

The initial Contract will be for a period of 18 months with the option to renew annually for two additional periods of one (1) year each. Vendors are encouraged to review the timeline of the solicitation, and if deemed appropriate may propose a different initial performance period as part of their response to the RFP. The award of this Contract and continued operation of the Service is subject to the satisfactory performance of the Vendor, the availability of funding, and RIDOT approval.

RIDOT does not anticipate the introduction of fares during the first year of operations. Submitted cost proposals must take into consideration the lack of fare-generated revenue during the first year of operations. In subsequent years, the Vendor may integrate the proposed Service within the existing RIPTA Fare collection system and structure and to allow for any fare collection to take place through a smart ticketing and fare collection application. Any revenues generated by the operation of the Service will be the sole property of the Vendor.

The Vendor is responsible for identifying and obtaining all approvals, licenses and permits required for the operation of the proposed Vehicle(s) and Service in the selected area and to ensure that the provided service meets or exceeds the applicable federal safety standards. Both Service and Vehicle(s) must be in compliance with all applicable federal, state and local laws, regulations, and ordinances.

As noted above, one of the goals of this project is to gauge user acceptance and experience of new innovative transit technology. To achieve this, RIDOT intends to leverage academic partners for completion of research related to areas such as consumer acceptance and behavior, employment impacts, and environmental and fuel-use impacts. RIDOT reserves the right to allow research partners on the vehicles to survey riders, collect data, and coordinate with the Vendor on research projects.

Respondents are instructed to submit a **TECHNICAL PROPOSAL** response along with a separate **COST PROPOSAL** as described in detail herein. Detailed Cost Proposals shall provide for fully-inclusive operational services as described in the SOW to be performed under this contract. When applicable, costs and schedules for future years will be negotiated annually in advance of the time of service.

All pricing submitted will be considered **firm and fixed** unless otherwise authorized by RIDOT. It is the intention of RIDOT to select the Vendor based on the evaluation criteria described within the RFP and award the contract based on fees for services outlined on the required **Cost Proposal** format defined herein. RIDOT will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. RIDOT reserves the right to purchase part of the proposal or the entire proposal. (**SEE COST PROPOSAL SECTION INSTRUCTION AND FORMAT**).

Proposals received shall be in accordance with guidelines as outlined in this request and the State's General Conditions of Purchase which can be accessed online through the Rhode Island Vendor Information Program, or "RIVIP" as it is known, www.purchasing.ri.gov

This is a Request for Proposals (RFP), not an Invitation for Bid: responses will be evaluated on the basis of the relative merits of the proposal, in addition to price. There will be no public opening and reading of responses received by the Division of Purchases pursuant to this request other than to name those Respondents who have submitted proposals. TECHNICAL and COST proposals must be TWO (2) separate documents submitted in separate envelopes. All Respondents are advised to review all sections of this Request thoroughly and to follow instructions carefully as failure to make a complete submission as described in this solicitation may result in rejection of the proposal.

III. GENERAL NOTIFICATIONS

- All Respondents must register online at the RIVIP'S Internet website @ www.purchasing.ri.gov and must submit a fully completed signed **RIVIP Bidder Certification Cover Sheet**. A copy of this 3-PAGE certification form should be in all proposals (originals and copies) submitted to the State for consideration. Failure to do so may **result in disqualification**. Should there be a need for assistance in registering and/or downloading any document, call (401) 574-8100 for RIVIP HELP DESK technical assistance. Office Hours: 8:30 AM – 4:00 PM.
- All costs associated with developing or submitting documents in response to this Request and/or in providing oral or written clarification of its content shall be borne by the Respondent. The State assumes no responsibility for these costs.
- The State does not require E-VERIFY compliance in any of its purchasing and/or hiring of services; however, Respondents are hereby advised that in line with the Federal Acquisition Regulations any federally funded contract based on the services requested may require that the State obtain evidence of E-VERIFY compliance from the successful Respondent.

- The Rhode Island Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d - 2000d-4 and 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, age, or disability in consideration for an award.
- Although not required, Disadvantaged Business Enterprise **(DBE) participation is encouraged on all RIDOT projects**. A list of current Rhode Island State certified DBE firms may be obtained through the State's Office of Diversity, Equity & Opportunity website at <http://odeo.ri.gov/directory/>. Any questions should be directed to:

RIDOT Office of Civil Rights
 Room 110, Two Capitol Hill
 Providence, RI 02903
 (401) 222-3260

- Services provided by the successful Respondent - and if applicable any sub-contracts generated through this Contract - shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Respondent shall carry out applicable requirements of 49 C.F.R., Part 26, Participation of Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, in the award and administration of DOT-assisted contracts. Failure by the Respondent to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.
- It is intended that an award pursuant to this Request will be made to a Prime Respondent, who will assume responsibility for all aspects of the work. Joint venture(s) will only be considered, if the response clearly identifies a lead party and includes a fully executed Joint Venture Agreement. Any Sub-Respondent(s) proposed along with the type of work to be performed in response to this RFP must be clearly identified.
- Submissions in response to this solicitation are considered to be irrevocable for a period of not less than one hundred and twenty (120) days following the established due date and may not be withdrawn without the express written permission of the State Purchasing Agent.
- Responses misdirected to other State locations or which otherwise are not received by the State Division of Purchases by the established due date for any cause will be determined to be late and will not be considered. The office clock, for the purpose of registering the arrival of a document, is in the reception area of the Department of Administration (DOA), Division of Purchases, 2nd Floor, One Capitol Hill, Providence, RI.
- Respondents are advised that all materials submitted to the State for consideration will be considered to be public records as defined in RI Gen Laws 38-2, without exception, and will be released for inspection immediately upon request once an award is made.
- In accordance with RI Gen. Laws 7-1.1-99, no foreign corporation (a corporation established other than in Rhode Island) has the right to transact business in this State until it has procured a Certificate of Authority to do so from the Office of the Secretary of State (401) 222-2357. The State reserves the right to request clarification of any aspect of materials received or to request further information as might be required to adequately evaluate credentials and qualifications of submitting firms.

- The State reserves the right to accept or reject any or all submissions received as a result of this solicitation, to waive minor irregularities, or to negotiate with any Respondent, in any manner necessary, to serve the best interests of the State, consistent with applicable procurement regulations.
- Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered any further. The State may elect to require presentations (s) by offerors that are clearly in consideration for award as part of the Technical Evaluation.
- Every effort shall be made by the parties to the Contract to resolve claims and disputes in accordance with the internal procedures of the Department and applicable State of Rhode Island Purchasing Regulations. If such efforts are unsuccessful, claims and disputes will be submitted to either binding arbitration or litigation for resolution in accordance with State Law.
- There will be no point of contact at RIDOT who will directly answer questions either in person, through email, or by telephone. Any pertinent questions relative to this solicitation shall be posted on-line at RIDOT'S "Bidding Opportunities" web page accessible at: <http://www.dot.ri.gov/contracting/bids> and following the "?" link to submit relevant questions.
- All pricing submitted will be considered **firm and fixed** unless otherwise indicated herein.
- RIDOT will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The State reserves the right to purchase part of the proposal or the entire proposal.

IV. ADDITIONAL REQUIRED FORMS

Besides the **RIVIP Bidder Certification Cover Sheet** -as required at the State level and obtained through the RIVIP website, RIDOT also requires that the following **FIVE (5) FORMS** be completed and included in your submission package in line with federal regulations and departmental policy. These FORMS will be reviewed for completeness and at the point of award will be made part of contract document.

- **DEBARMENT FORM**: Must be completed and signed by an authorized agent of the Vendor. With respect to any such action, must identify the nature and cause of the debarment, suspension or other action, and the jurisdiction.
- **LOBBYING FORM**: Enter known project information on PAGE 1 (DESCRIPTION etc.); FORM must be completed and signed by an authorized agent of the Vendor.
- **CONFLICTS DISCLOSURE STATEMENT**: In line with directions stated, completed FORM(s) must be signed and submitted accordingly.
- **CERTIFICATION FOR TITLE VI ASSURANCE**: Shall be fully-completed and signed by authorized agent of the Vendor.
- **W-9 FORM***: Must be completed and signed by authorized agent of the Vendor. The W-9 Form may be downloaded at www.purchasing.ri.gov.

*** All required FORMS (except W-9) must be completed and copies incorporated as part of each TECHNICAL PROPOSAL submission. Please note that responders are only required to submit one (1) unbound "Original" of the W-9 form. Copies of the W-9 form DO NOT need to be included in individual proposal submissions.**

V. INSTRUCTIONS FOR RFP SUBMISSION CONTENT AND FORMAT

Upon review of the SOW, **TECHNICAL PROPOSAL** submissions must include, at a minimum, the following information for RIDOT review and subsequent final selection recommendation:

- **Letter of Transmittal**: A Letter of Transmittal shall accompany each response signed by an owner, officer, or other authorized agent of the firm.
- **Point of Contact**: Respondents must provide the NAME, TITLE, OFFICE LOCATION and CONTACT INFORMATION (E-Mail and Phone Number) of the primary Point of Contact to whom clarification questions can be forwarded.
- **RIVIP Bidder Certification Form**: ALL THREE (3) Pages shall accompany each response submitted. Failure to make a complete submission of this document will result in disqualification. **(SEE GENERAL NOTIFICATIONS)**.
- **Proposal Format**: **TECHNICAL PROPOSAL ("Original" plus FIVE (5) COPIES)** and a separately sealed **COST PROPOSAL (5 COPIES)** are to be submitted simultaneously. The **Technical Proposal** shall be bound or contained in a single volume. All documentation submitted with the proposal shall be contained in that single volume. Technical Proposal shall be prepared on **8 1/2" x 11"** letter sized white paper sequentially numbered and limited in length to a total of **25 PAGES – exclusive of exhibits**, which shall be tabbed and included in the bound submission. Font size shall be a minimum of **12 POINTS** for all submittals. **ALL** Technical Proposal documentation in excess of 25 PAGE MAXIMUM will be removed and discarded. Technical Proposals shall contain a Table of Contents that cross-references each requirement with specific pages in the technical submission.

RIDOT requires that the TECHNICAL PROPOSAL submission be submitted not only in hard copy form but also on CD-ROM. Clearly labeled CD ROM must be attached to the inside cover of each TECHNICAL Proposal submission. The electronic version of said Proposals must be submitted in Adobe PDF format.

- **RIDOT Scope of Work and Addenda**: A copy of RIDOT'S original RFP, SOW and any supplemental Addenda, is hereby incorporated by reference and does not need to be included as part of the Vendor's Response.
- **All requested registrations and/or certifications must be included as part of the Technical Proposal submission in an Appendix.**

All information requested below must be organized in the exact order in which the following RFP requirements are presented with page numbers in consecutive order. TECHNICAL PROPOSAL submission should contain a Table of Contents that cross-references each RFP requirement with specific page cited.

The TECHNICAL PROPOSAL submission must NOT contain any references to PROJECT COST. Inclusion of cost information within the Technical Proposal submission may result in disqualification.

BACKGROUND AND PREVIOUS EXPERIENCE:

- **Company Introduction:** Respondents are to include a complete description of their organizational structure and other relevant information documenting the firm's background and areas of specialization. Respondents must provide detail information on the safety record of all entities comprising the responding team.
- **Relevant Experience:** Respondents shall provide a comprehensive listing of contracts of similar operating experience, size and scope that it has successfully completed over the last **THREE (3) YEARS** preceding the due date for this Proposal submission and demonstrated experience. The list should include the approximate date of service, location of the project and client name.

RIDOT recognizes that CAVs and Automated Driving Systems (ADSs) are continuously evolving at a rapid pace and that responders might not have on hands experience utilizing multi-passenger vehicle(s) of SAE Level 3+ of automation for providing transit service. Therefore, in the event a Vendor or Partnership does not have any experience in transit operations utilizing vehicle(s) of SAE Level 3+ of automation, respondents must provide a comprehensive listing of "test/pilot" projects for which the submitted technology has been utilized over the last **THREE (3) YEARS**. The list should also include the approximate date(s) that the "test/pilot" has taken place, location of the project and client name.

Respondents shall provide the names and contact information (telephone and e-mail address) of **THREE (3)** client references associated with specific projects cited for which similar services have been provided. By so listing, specific permission is granted to RIDOT to contact said individuals to verify the satisfactory performances of the services provided Respondent acknowledges that RIDOT is granted specific permission to discuss past performance of Respondent and any of its proposed team members on any projects.

- **Previous Autonomous Vehicle Demonstrations/Pilots/Projects:** Respondents shall describe their previous experience in conducting autonomous vehicle demonstrations or pilots. Response must discuss:
 - Previous demonstration/pilots in weather conditions similar to the ones that will be encountered during an entire year in Rhode Island;
 - Previous demonstration of proposed vehicle on private and/or public roadway environment;
 - Safety record of proposed technology and responding entities.
- **Additional Disclosure:** Respondents shall provide a comprehensive listing of any pending actions, claims, complaints, lawsuits or litigation against the Respondent and/or their responding team, including but not limited to the proposed technology solution. The list should include the approximate date of action, jurisdictional authority and case outcome.

ORGANIZATION AND STAFFING:

- **Staff Qualifications:** Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to this contract. Experience should be relevant to contracts similar in size and scope to those required by this RFP. Staff assignments and concentration of effort for each staff member are to be addressed.
- **Contingency Plan/Back-Up Staff:** The Respondent shall provide in their Proposal their Contingency Plan for the utilization of backup **Vehicle(s)** or back-up service should the primary **Vehicle(s)** temporarily fail to provide service as required by the approved schedule. Technical Proposal must demonstrate response timeframe for delivery of backup **Vehicle(s)** and staff. Backup **Vehicle(s)** must meet or exceed specifications of proposed vehicle.

- **Sub-Contractor(s):** As applicable, Respondent shall provide the type of work to be performed by the subcontractor and resumes for each of the subcontractor's management, supervisory and other key personnel that demonstrates knowledge, ability and experience relevant to the services designated to perform. Full disclosure of the proposed team to be assigned this project is required in the Technical Proposal.

PROJECT APPROACH:

- **Project Approach:** The purpose of this section is for Respondents to present their work plan for delivering the proposed Service and meeting the Challenge requirements and schedule. Respondents shall provide a detailed technical narrative describing their approach and plans to meet all requirements as set forth in the SOW, including how the submitted proposal meets the innovation requirements of the Challenge and the integration of a Customer Centric focus on their Service Proposal. The narrative should demonstrate that the Respondent understands the nature of the Service required and the level of effort necessary to complete the contract. As a minimum the Project Approach must outline the following sections:
 - **Implementation Plan:** Respondents must submit a basic Implementation Plan that clearly identifies their overall approach to the Challenge, including a detailed testing plan, plans to obtain approval and authorization to use public streets to legally perform the Services, including service frequency, running time, operating schedule, vehicle assignment, vehicle deployment/dispatching plan, staffing plan and route alignment, and any other information that the Respondent deems necessary.
 - **Service Proposal:** In accordance with the SOW, Respondents must submit a detailed Service Proposal clearly identifying the proposed route, potential stop locations, the frequency of service and hours of operations, accessibility of service, and integration of service with other transit providers. Respondent must describe any additional uses for the Vehicle(s) proposed to operate under the proposed Service – such as off-peak use, weekend use and special event charters—including the frequency with which vehicles will be used for these alternative purposes and proposed fare structure. Proposed service must be complimentary and not duplicative of any existing RIPTA services. RIDOT is particularly interested in innovative customer-centric mobility solutions.
 - **Scalability of Approach:** The intent of the Challenge is to provide the opportunity to test transit oriented multi-passenger Vehicle(s) of SAE Level 3+ of automation under real operating conditions within the context of one district in the City of Providence. The scalability of the approach to other districts within the City of Providence and/or Rhode Island in general however will be taken into consideration as part of the evaluation.
 - **Risk and Mitigation:** Narrative shall also include any anticipated problems that may be encountered during the course of the contract and include the mitigation efforts proposed. This section should clearly identify the Respondent's approach to an Emergency Response Plan and a Contingency Plan. Contingency Plan must include as a minimum approach to adverse weather conditions and how operations will continue in the event a Vehicle is taken out of service.
 - **Deployment Strategy:** The Respondent must describe their deployment strategy and approach for mobilizing all equipment and staff to complete the tasks associated with the delivery of the Service, including a detail testing and staffing plan to complete the work tasks per the specific requirements outlined in the SOW.

- **Added Service and Options:** Respondents are invited to propose Added Service and Options alternatives to the primary response identified in this RFP. The Added Services and Options is an optional request and does not need to be provided as part of the Proposal submission. No information presented under an Added Services Submission will be used as selection criteria for this RFP. RIDOT reserves the right to implement any or all of a Respondent's Added Services as part of this service agreement.

EQUIPMENT:

- **Vehicle Type:** Respondents must submit proof that the proposed multi-passenger transit oriented vehicle(s) meet or exceed SAE's Level 3 of automation. Vehicle(s) must meet or exceed all federal safety and American with Disabilities Act (ADA) standards. Both Service and Vehicle(s) must be in compliance with all applicable federal, state and local laws, regulations, and ordinances.
- **Vehicle Characteristics:** Respondents shall describe the details of the proposed Vehicle(s) and demonstrate that the proposed Vehicle(s) meet or exceed the Vehicle specifications described in detail in the SOW. As a minimum the Technical Proposal must identify the following elements:
 - Level of Autonomy
 - Safety Record of Vehicle
 - Vehicle Operating Characteristics
 - Carbon Footprint of Vehicle
 - Passenger carrying capacity
 - ADA Compliance and accessibility of Vehicle
 - Vehicle status relative to NHTSA's 15-point safety assessment
- **Vehicle Service Requirements:** Respondents must demonstrate that the proposed vehicles are capable to serve the route around Providence in all normal conditions that might be encountered during a full year of operations in Rhode Island safely and efficiently. Respondent(s) shall identify and describe any environmental or other conditions that may impede operations.

The following project requirements shall also be included and/or discussed as part of Technical Proposal submission:

- **Proof of Eligibility:** Information demonstrating that the Respondent has the wherewithal to obtain proper approvals, licensing and certifications required to provide the required Service including disclosure of information demonstrating the financial resources required for the timely implementation of the Proposal.
- **Marketing Plan for the Service:** A marketing plan for the Service described in the SOW.
- **Public Education Plan:** A plan for educating the public on the service and technology, as well as education and engagement for riders on the vehicle.
- **Customer Service/Communications Plan:** A customer service/communications plan for the Services that addresses real-time service alerts, service changes, marketing initiatives and that can quickly and efficiently intake, track and resolve customer inquiries, complaints and commendations.
- **Coordination Plan:** The Respondent must describe their approach and willingness to coordinate, collaborate and work alongside RIPTA and other route operators or transit providers and users to ensure that the objectives of the Challenge are met.

COST PROPOSAL: SEPARATELY SEALED "HARD" COPIES ONLY

- Respondents are requested to provide an all-inclusive Lump Sum price and associated breakdown based on the proposed milestones for all administrative and operating services as cited in the project SOW. All aspects of the submitted pricing must be described in detailed narrative as well. Respondents must utilize the form provided by RIDOT for Cost Submission and include the associated detailed breakdown with the narrative description as backup information.
- The Respondent must provide an itemized maximum cost proposal for the 2nd and 3rd year of operations, assuming that the same minimum requirements will remain from the first year of operation. Subsequent extension of services to the original contract award are subject to funding availability and authorization.
- If Respondents have included Added Service and Options alternatives as part of their Technical Proposal, they must also include a detailed cost breakdown as part of their Cost Proposal. The Added Services and Options is an optional request and does not need to be provided as part of the Proposal submission. No information presented by Respondents under an Added Services Submission will be used as selection criteria for this RFP. RIDOT reserves the right to implement any or all of a Respondent's Added Services as part of this agreement.
- RIDOT reserves the right to negotiate final pricing and terms with the selected Vendor(s). Items to be negotiated include but are not limited to, service route, number and location of stops, hours and frequency of service, dates of service, fare structure, data and research, customer facing information including the Marketing Plan for Service and the Customer Service/Communication Plan.

Failure to fully disclose formatted total contract cost and pricing policy as cited could result in disqualification.

VI. PRE-PROPOSAL MEETING

RIDOT and the Division of Purchases will hold a Pre-Proposal meeting at which time any questions relative to the SOW as well as any questions regarding RIDOT procedures and proposal format can be addressed. While the Pre-proposal meeting is not mandatory, interested parties are strongly encouraged to attend.

The Pre-Proposal Meeting to be held on Monday May 21, 2018 at 1:00 PM in the R.I Department of Administration Conference Room A on the second floor of building, One Capitol Hill, Providence, RI 02903. Audio Conferencing will be available for this Pre-Proposal Meeting. The Local dial-in number is 1-203-320-2299. The Toll Free dial-in number is 877-960-9334. The Participant Passcode is 51386577.

Any questions relative to the SOW as well as any questions regarding RIDOT procedures and proposal format will be addressed at the Pre-Proposal Meeting.

A summary of the Pre-Proposal Meeting will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

Persons requesting the services of an interpreter for the hearing impaired may obtain those services by calling (401) 222-4971 forty-eight (48) hours in advance of the scheduled Meeting.

VII. PROPOSAL QUESTIONS AND SUBMISSION REQUIREMENTS

Any pertinent questions subsequent to this solicitation may be posted at RIDOT'S "Bidding Opportunities" web page accessible at: www.dot.ri.gov and follow the "?" link to submit questions for this solicitation. Responses to questions submitted for the subject project will also be posted under the same questions menu. The Q&A Forum will be disabled 9 FULL CALENDAR DAYS prior to the due date for this project. Therefore, questions will not be accepted **after NOON on May 30, 2018**. Upon the close of questions, all questions received and responses posted by RIDOT will be subsequently posted as a formal ADDENDUM on the RIVIP Website and therefore incorporated as part of this RFP.

Upon review of the SOW, an "Original" and **FIVE (5) COPIES** of completed Proposal submissions should be sent to the Division of Purchases by the specified deadline to the address listed below. RIDOT requires that the Proposal submission also be submitted not only in hard copy form but also on CD-ROM. Clearly labeled CD ROM should be attached to the **inside cover of each Proposal submission**. RIDOT requires that the electronic version of said Proposals be submitted in Adobe PDF format. **Requested documentation is to be either mailed or hand delivered in a sealed envelope marked: RFP # 7592714 - "RI TRANSPORTATION INNOVATION PARTNERSHIP - AUTONOMOUS VEHICLE MOBILITY CHALLENGE" by Friday June 8, 2018 no later than 11:30 A.M. to:**

BY COURIER OR MAIL:
RI Department of Administration
Division of Purchases (2nd fl)
One Capitol Hill
Providence, RI 02908-5855

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

VIII. EVALUATION AND SELECTION

A Technical Evaluation Committee (TEC) will be convened comprised of technical personnel responsible for the project under consideration. All complete submissions that meet the General Conditions will be evaluated. However, only Technical Submissions that achieve a minimum score of 60 out of 80 points will advance to the Cost Evaluation phase.

While cost is one basic determinant for award, it is neither the sole consideration nor necessarily the principle consideration. Additional technical criteria will also be considered specific to the Respondent's understanding of the project requirements as specified in this RFP as well as the capabilities and specifications of the proposed vehicle and the qualifications, experience, and organization of the Respondent and its personnel. The TEC'S composite scores for all steps of the evaluation process will comprise the official record for the proposal evaluation process; individual evaluation records will not be available for public inspection at any point during or after the evaluation process.

SELECTION CRITERIA:		MAXIMUM POINTS
1.	BACKGROUND & PREVIOUS EXPERIENCE <ul style="list-style-type: none"> • Agency Profile, Description & Documentation • Similar Project Experience • Pilot/Test Experience • Safety Record/Safety Assurances 	0-15 POINTS
2.	ORGANIZATION & STAFFING <ul style="list-style-type: none"> • Staff Qualifications • Sub-Contractor(s) • Back-Up Staff 	0-10 POINTS
3.	PROJECT APPROACH <ul style="list-style-type: none"> • Overall Project Approach & Deployment Strategy • Implementation Plan • Service Proposal <ul style="list-style-type: none"> ○ Proposed route ○ Frequency of Service/Hours of Operation ○ Accessibility of Service ○ Service Integration with other transit services • Scalability of Approach • Emergency Response/Contingency Plans 	0-30 POINTS
4.	EQUIPMENT <ul style="list-style-type: none"> • Level of Autonomy • Safety Record of Vehicle • Vehicle Operating Characteristics • Carbon Footprint of Vehicle • ADA Compliance and accessibility of Vehicle • Vehicle status relative to NHTSA's 15-point safety assessment 	0-15 POINTS
Technical Proposals receiving scores of <u>less than 55</u> out of the 70 eligible Technical Points WILL BE disqualified from further consideration and WILL NOT be considered for Cost Evaluation.		
5.	COST PROPOSAL <ul style="list-style-type: none"> • Budget • Submitted Cost to Operate • Infrastructure Improvements/Upgrades required 	0-30 POINTS
MAXIMUM SCORE		100 POINTS

IX. CONTRACT AWARD

Contractual arrangements will be established between the State and the selected Vendor in line with departmental policy and State Purchasing regulations. The successful Vendor must be prepared to provide necessary data to support all costs associated with project expenditures.

All timely received proposals shall be evaluated and scored accordingly in accordance with the provided criteria and applicable RI Purchasing regulations.

The State may, at its sole option, elect to require presentation(s) by respondents clearly in consideration for award. Other submissions, certifications, or affirmations may be required, as appropriate.

Notwithstanding the above, the State reserves the right to accept or reject any or all options, bids, proposals, and to act in its best interest.

The State reserves the right to make a single or multiple award(s) or to reject any or all proposals and to solicit separately for selected initiatives within this SOW based on what it considers to be in its best interest.

SCOPE OF WORK
For
RI TRANSPORTATION INNOVATION PARTNERSHIP
AUTONOMOUS VEHICLE MOBILITY CHALLENGE

1. INTRODUCTION

The State of Rhode Island (State) is soliciting proposals from qualified Vendors that are interested in entering into a **Public-Private partnership (P3)** to provide the services described in detail within this **Scope of Work (SOW)**. The Rhode Island Transportation Innovation Partnership (TRIP), a collaboration of state and local partners sees transportation and mobility as a critical part of an integrated and comprehensive system of communities, infrastructure, land use planning, technology, and the natural environment.

As a minimum, the selected Vendor will be required to: plan, design, furnish, test, implement, operate, maintain, insure, and manage a pilot mobility service (**Service**) that meets or exceeds the Goals of the TRIP Challenge via Vendor-provided Vehicle(s) and ancillary services, including but not limited to, vehicle operation and maintenance, ticketing and fare collection system(s), security and emergency response, customer support, secure housing for the Vehicle(s), and fueling/charging infrastructure (if applicable). Both Service and Vehicle(s) must be in compliance with all applicable federal, state and local laws, regulations, and ordinances.

The Vendor is responsible to identify and propose a route and schedule of operations that meet the needs of the community for professional, social and recreational uses that contribute to the area's economic well-being. RIDOT and the TRIP Partners will provide final approval of the proposed route and operating schedule.

To the extent feasible, the proposed Service should be integrated with existing and planned City of Providence and Rhode Island Public Transit Authority (RIPTA) service and new systems, for example:

- Account-based fare collection that will allow users to manage accounts on mobile devices;
- A mobile app that will allow passengers to dynamically plan, schedule, and pay for trips; and
- Modernization of traffic signals to allow public transit vehicle prioritization, improve traffic efficiencies, enable vehicle-to-infrastructure communications, increase Wi-Fi capabilities, and facilitate data collection efforts.

2. GOALS AND OBJECTIVES

- (a) Introduce low- or zero-emission connected and highly automated or autonomous vehicle technology to Rhode Island's capital city in a way that provides a **safe and accessible environment** for Rhode Islanders to experience the new mobility service;
- (b) Provide first/last mile linkages with other existing transportation modes and points of interest, such as the MBTA commuter rail and AMTRAK train service at Providence Station (with connecting service to TF Green Airport), existing RIPTA bus services, bike and pedestrian routes, the Woonasquatucket Corridor and Downtown;
- (c) Provide a sustainable and equitable mobility solution that will connect residents in the Olneyville neighborhood of Providence with job opportunities within the Woonasquatucket Corridor;
- (d) Open and create new economic opportunities across skill levels, including training for new career

pathways that will help offset any disruptions from new technologies and foster new investment opportunities in the Corridor;

- (e) Accelerate the adoption of CAV and other innovations in Rhode Island, in large part due to deployment of new V2I technologies and Wi-Fi capabilities;
- (f) Promote development opportunities and accelerate innovation in Rhode Island;
- (g) Evaluate and demonstrate, via qualitative survey and quantitative data collection efforts, the performance of the pilot within a dense urban area that is open to public travel and under all-weather conditions;
- (h) Gauge public user acceptance of and experience with using the pilot system.

3. **SCOPE OF SERVICES**

The Vendor must establish a service that furnishes, tests, insures and operates highly automated and/or autonomous multi-passenger transit oriented vehicles to serve Providence's urban core as identified in the SOW. ***Proposed Vehicle(s) must meet all federal safety and American with Disabilities Act (ADA) standards and meet or exceed the Society of Automotive Engineers' (SAE) Level 3 of automation. Both Service and Vehicle(s) must be in compliance with all applicable federal, state and local laws, regulations, and ordinances.***

RIDOT has **NOT** identified a particular route or service operating schedule within the Corridor. It is Vendor's responsibility to identify and propose a route and schedule of operations that meet community's needs for professional, social and recreational uses. Vendors may look beyond the geographic limitations of the identified Corridor and propose additional areas of service if it will better serve the goals of the Mobility Challenge and proposed Service. The Vendor must take into consideration the following points of interest within the Corridor in the identification and selection of the particular route(s):

- Primary:
 - Providence AMTRAK Station
 - Providence Place Mall
 - Eagle Square
 - Olneyville Square
- Additional Points of Interest:
 - State House and State Office Complex
 - Foundry/Promenade Complex
 - Steel Yard/Farm Fresh RI
 - American Locomotive Complex
 - Rising Sun Mill/Plant Complex
 - US Rubber Lofts
 - WaterFire Art Center

The Vendor must submit for approval a detailed Concept of Operations that builds upon the Implementation and Service plans submitted as part of their response to the RFP. The Concept of Operations must be consistent with Federal requirements, and applicable to the proposed Service, and any other information that the Respondent deems necessary.

The Vendor must submit for approval a detailed Service Plan clearly identifying the proposed route, specific stop locations, the frequency of service and hours of operations, accessibility of service, and integration of service with other transit providers including Transportation Service Providers, Taxis, etc. and how to best connect the identified route with these services.

The Service Plan must describe any additional uses for the vehicles proposed to operate under the proposed Service – such as off-peak use, weekend use and special event charters—including the frequency with which vehicles will be used for these alternative purposes and proposed fare structure for alternative purposes. In addition, the Service Plan must take into consideration that as new seasonal weather conditions arise, additional Phase II testing must be performed before public ridership is allowed in such conditions.

Both the Concept of Operations and Service Plan must take into consideration that the intent of this Challenge is to provide the opportunity to test multi-passenger **Vehicle(s) of SAE Level 3+ of automation** under real operating conditions within the context of one district in the City of Providence.

However, the Vendor must also take scalability of the proposed mobility services to serve additional areas within Providence or Rhode Island in general into consideration in the preparation of these plans. Proposed service must be complimentary and not duplicative of any RIPTA Service.

4. PROJECT REQUIREMENTS

Vendor Standards

- Vendors must be in compliance with appropriate local, state, and federal laws, regulations, ordinances, licenses and certifications. Prior to Phase II Testing Vendors must be in possession of current appropriate local, state and federal licenses required by the respective jurisdictions for the operation of the proposed Service.
- Vendors must be in compliance with all local, state and federal transportation regulations and safety standards regarding passenger safety and comfort, including, but not limited to, drug and alcohol testing of Vendor employees associated with the operation of the Service, proper equipment (including equipment necessary to transport customers using mobility devices), accessibility and maintenance.
- All aspects of the proposed Service and Vendors' operations must be in compliance with the Americans with Disabilities Act (ADA).
- Vendors must meet and maintain local, state and federal standards for liability insurance and must provide evidence of such insurance prior to Contract Award.

Service Standards

- Proposed service must be complimentary and not duplicative of any RIPTA Service.
- Transportation services must be provided to customers without regard to race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity or any other characteristic protected by law.
- Services provided must be in compliance with appropriate local, state, and federal laws, regulations, ordinances, licenses and certifications. Vendors must be in possession of current appropriate local, state and federal licenses required by the respective jurisdictions for the operation of the proposed Service.
- Confidentiality regarding a customer's personal information must be maintained at all times.
- In addition to the Vendor's own safety procedures, the Vendor must implement and enforce all safety requirements that are determined to be applicable to performance of a contract by the State of Rhode Island and the TRIP partners associated with this solicitation.
- The Vendor is required to have a dedicated person on board the Vehicle (**Operator**) at all times ready to assume control of the Vehicle if the need arises, as well as provide support and assistance to any riders.
- The Vendor must have in place established procedures for Operators to follow in the event an intervention is needed.

- The Vendor must maintain detailed documentation relative to the provided Service (see Section on Reporting and Performance Measures).
- RIDOT must be notified immediately of any collisions or incidents related to transporting customers, including date, vehicle, operator, description of the incident, and names of all parties involved. A collision/incident form must be submitted within 24 hours of the incident. Copies of any law enforcement reports must also be provided to RIDOT.
- Passenger feedback for using the service is encouraged. Client privacy with respect to his/her feedback must be protected by implementing procedures to safeguard privacy.

Vehicle Standards & Submission Requirements

Proposed Vehicle(s) must meet all federal safety and American with Disabilities Act (ADA) standards and meet or exceed the Society of Automotive Engineers' (SAE) Level 3 of automation. Both Service and Vehicle(s) must be in compliance with all applicable federal, state and local laws, regulations, and ordinances.

The Vendor must provide the following documentation relative to the proposed Vehicle(s):

- Certification of Compliance that the vehicle and/or equipment complies with applicable Federal Motor Vehicle Safety Standards (FMVSS). If vehicle does not comply, explain which standards are not met and whether exemptions have previously been approved
- Safety record of the Vehicle(s).
- Certification or proof of compliance with applicable federal ADA standards.
- Proof that Vehicle(s) are in compliance with all applicable federal, state and local laws, regulations, and ordinances.
- Proof of NHTSA certification or waiver for the proposed vehicle for operation on public roads in mixed traffic.
- Status with the USDOT National Highway Traffic Safety Administration (NHTSA) 15-point safety assessment describing:
 - If the vehicle has gone through the 15-point safety assessment;
 - If YES, an indication if the assessment been submitted to NHTSA; and
 - If NO, plans to complete said assessment prior to Phase II Testing.
- Summary on the assessments related to the following areas suggested by NHTSA including: Data recording and sharing, privacy, system safety, vehicle cybersecurity, human machine interface, crashworthiness, consumer education and training, registration and certification, post-crash behavior, federal, state, and local laws, ethical considerations, operational design domain, object and event detection and response, fall back (minimal risk condition), validation methods, etc.
- Physical characteristics of the vehicle, including length, width, height, weight, seating capacity, standing capacity, plans for interior layout, and a description of interior amenities that contribute to a positive rider experience.
- A detailed plan on fueling and/or charging locations, timing, and operations.
- Any additional capabilities and innovative technologies that the proposed vehicle possesses that are provided as part of the overall project at no additional cost to the State.
- Any additional information that the responder deems necessary that demonstrate the capabilities of the proposed vehicle.
- Description of the type(s) and number of vehicles(s) that would be used to provide the proposed service, including the following information for all vehicles contemplated for the service:
 - Details outlining where, when and by whom the vehicles were constructed
 - The rated seating and standing capacity of the vehicles
 - Details on the propulsion system and engine for each vehicle

- The maximum sustainable speed
 - Unimpeded hours of operation including during high load periods of heating and cooling
 - Details of fuel consumption, air pollution (NOX) and greenhouse gas emissions (CO2)
 - Provisions for accommodating persons with disabilities
 - Copies of current Certificates of Inspection
- Demonstration that the proposed vehicles are capable to serve the route around Providence in all typical conditions that might be encountered during a full year of operations in Rhode Island.
 - Any additional information that the responder deems necessary that demonstrate the capabilities of the proposed vehicle.

Vehicle Maintenance & Reporting Requirements

The safety, comfort and ride experience of customers is of paramount importance. To ensure this, proper vehicle care and maintenance is mandatory and it includes, but is not limited to:

- Availability of seatbelts for passengers
- Cleanliness of the vehicles.
- Smoke-free environment within the vehicles.
- Appropriate safety equipment for vehicles includes but is not limited to:
 - First-Aid Kit
 - UL approved Fire Extinguisher
 - Collision Report Form
 - Roadside reflective devices
 - Flashlight
 - Chains or other traction devices (when appropriate)
 - Disposable gloves
 - Body fluid clean-up kit
 - Vehicles in good operating condition.
 - Vehicles equipped with cellular phones or two-way radios.
 - Mobility device securement locations inside vehicles designed to limit the movement of an occupied mobility device when the vehicle is in normal operation. Separate from the mobility device system, an occupant securement system consisting of a lap and shoulder belt must be provided.

The Vendor must follow a preventative maintenance schedule that includes but is not limited to:

- Pre-and Post-Trip inspections
- Mandatory reporting of mechanical defects and body damage.
- Regular, consistent preventive maintenance; which incorporates, at minimum, the schedule recommended by the vehicle manufacturer.
- Long term and complete maintenance record keeping, coordinated with RIDOT.
- Operator orientation and training in vehicle care.

A vehicle record file containing the following information must be maintained by the Vendor and be readily available for review and inspection by the State:

- Vehicle maintenance schedule
- Maintenance records
- Maintenance receipts
- Description of maintenance completed
- Daily pre- and post-trip inspections
- Inventory of safety equipment

- Maintenance records for related safety equipment (i.e. fire extinguishers)
- Current insurance policy for auto liability insurance; and
- Annual vehicle inspection reports

RIDOT reserves the right to conduct an inspection at any time of any vehicles being used for this service. Such inspections may either be conducted at the Vendor's facility or some other agreed upon location. The Vendor must make the vehicle available for inspection at no cost to the State. Any inspection is solely for the State's own purpose and will in no way diminish the *sole* responsibility of the Vendor to operate and maintain a safe fleet of vehicles.

The Vendor will attach magnetic logo(s) (or other type of removable logos) provided by RIDOT and its partners to the exterior of the vehicle(s). No other logos, except the Vendor's and vehicle manufacturer's logo (if different), will be included on the vehicle unless prior approval and authorization is granted by RIDOT. Final approval and authorization for the use of any other logo resides with RIDOT Director.

Operator Standards

All Operators must be well informed of their responsibilities and provided with orientation and training relative to the TRIP Mobility Challenge and the provided Service. This must include, but not be limited to:

- Orientation of the Service, job description, reporting forms, vehicle operation, and the geographic area in which they will be providing service;
- Road testing with the type and actual vehicle the Operator will be responsible for operating;
- Training in bodily fluid clean-up procedures;
- Completion of a certified defensive driving course within 6 months of hire;
- Training in approved course of passenger mobility and assistance techniques within 6 months of hire;
- Training in customer service is recommended within 6 months of hire;
- Training in First Aid, cardiopulmonary resuscitation is recommended within 6 months of hire;
- Briefing about changes in the TRIP Mobility Challenge project, reporting forms and vehicle operation through regular communication through safety meetings, newsletter, etc.
- Evaluating each Operator's performance on a weekly basis including on-board evaluation of actual practice and general knowledge of the job. The results of these evaluations should be documented.
- Documentation which records dates and types of training completed for all Operators must be maintained.

Selection of Operators must include:

- Documented approval of the Operator by RIDOT prior to transporting passengers.
- Verification that the Operator has an appropriate and valid State of Rhode Island Driver's license for the operation of the proposed vehicle.
- Verification that the Operator has had no more than two traffic violations and/or preventable accidents within the past three years.
- A criminal background check (available upon request). This may also include fingerprinting.
- Verification that the Operator is physically capable of safely operating the proposed vehicle. This verification should be made in the form of a medical statement or other form of creditable verification.
- Operators must maintain a courteous and polite manner in all dealings with the public and must be sensitive to the needs of people using the services including people with disabilities, people of all sexual

orientations, cultural and racial minorities, older persons, children and persons with major illnesses and/or who are medically fragile.

- Verification that Operator are trained to use any special equipment installed on the vehicles such as wheelchair lifts, use and securement of mobility devices, child car seat use and securement, and two-way radios and/or cellular telephones.
- Compliance with the USDOT Federal Regulations of the Omnibus Transportation Employee Testing Act of 1991 and the State of Rhode Island's Drug & Alcohol Testing Program Policy & Procedures is a mandatory requirement and a condition of continued employment.

5. **PROJECT DELIVERABLES**

RIDOT envisions a number of phases as part of this project as outlined below with the associated deliverables under each phase. Vendors may submit alternative scenarios to the described phases that achieve the same objectives and maximize the benefits derived from the project to the community: As a minimum the Vendor must provide the following:

Post-Qualification/Pre-award

- **Deployment Strategy:** As part of the pre-award (post-qualification) the Vendor must describe their deployment strategy and approach for mobilizing all equipment and staff to complete the work tasks per the project schedule, including a detail testing and staffing plan to complete the work tasks per the project requirements. The Deployment strategy must also identify any needed infrastructure for vehicle charging and housing and the Vendors' plan for providing said infrastructure.
- **Vehicle Identification and Approval:** The Vendor must provide the proposed vehicle specifications and accompanying operator qualifications as part of the post-qualification process prior to contract award.
- **Service Plan:** The Vendor must submit for review and approval the proposed route and detailed schedule of service, including accessibility of service and integration with other transit providers. The Service Proposal must describe any additional uses for the vehicles proposed to operate under the proposed Service – such as off-peak use, weekend use and special event charters—including the frequency with which vehicles will be used for these alternative purposes and proposed fare structure. RIDOT reserves the right to engage in discussions and negotiations with the Vendor to ensure that the delivered service meets or exceeds the project's goals and the needs of the community. The Service Plan must take into consideration that as new seasonal weather conditions arise, additional Phase II testing must be performed before public ridership is allowed in such conditions.
- **Concept of Operations:** The Vendor must submit for approval a detailed Concept of Operations that builds upon the Implementation and Service plans submitted as part of their response to the RFP. The Concept of Operations must be consistent with Federal requirements, and applicable to the proposed Service, and any other information that the Respondent deems necessary.
- **Risk and Mitigation Plan:** The Vendor must submit a Risk and Mitigation Plan that addresses resolution to any anticipated problems that may be encountered during the contract and include the mitigation efforts proposed. This section should clearly identify the Vendor's approach to an Emergency Response Plan and a Contingency Plan. Contingency Plan must include as a minimum approach to adverse weather conditions and how operations will continue in the event a vehicle is taken out of service.
- **Coordination Plan:** The Vendor must describe their approach and willingness to coordinate, collaborate and work alongside RIPTA and other route operators or transit providers and users to ensure that the objectives

of the project are met.

Phase I: Within 90 days of contract award

- **Vehicle Identification and Approval:** Within 90 days of contract award the Vendor will deliver the proposed vehicle(s) for approval by RIDOT and its TRIP partners and commencement of Phase I testing. NHTSA Vehicle Certification/Waiver must be obtained prior to the completion of Phase I testing. All other required vehicle certifications must also be submitted by this time for review and approval.
- **Phase I Testing and Approval:** RIDOT will coordinate with the Vendor for the preparation of a test site within the Quonset Business Park (QBP) in North Kingstown, Rhode Island. The Vendor and RIDOT will jointly establish the test parameters and performance measures. The Vendor must conduct a relatively controlled environment testing on roads within QBP. Phase I testing must include both daytime and nighttime testing of the vehicle, including testing under adverse weather conditions. Phase I testing must encompass a minimum of 250 miles and the preparation of a safety report and recommendation for review and approval by RIDOT. Vendor is responsible for all expenses associated with all testing, including but not limited to maintenance and protection of traffic, police details, etc.
- **Stakeholder Engagement:** Upon completion of the Phase I Testing, the Vendor will work with RIDOT to conduct tours/demonstrations and offer rides for stakeholders at QBP prior to the delivery of the Vehicle to the actual service location.

Vendors must be available to participate and present in stakeholder and public meetings, hearings, and public education and outreach activities that will advance the goals of the Mobility Challenge.

- **Route Finalization:** Concurrent with the other tasks under Phase I, the Vendor in collaboration with RIDOT must finalize the selection of the proposed service route and prepare a brief evaluation and assessment report including the needed infrastructure improvements that the proposed route will need prior to the commencement of the actual service. The Vendor is responsible for any needed geofencing of the area or other mapping that might be needed for the operation of the proposed Vehicle(s). Proposed route must be complimentary and not duplicative of any RIPTA Service.
- **Marketing Plan for the Service:** A marketing plan for the Services described in the SOW. The marketing plan must clearly show the steps and actions that the Vendor intends to take to achieve the goals of the Mobility Challenge and for the success and commercial viability of the Service.
- **Public Education Plan:** A plan for educating the public on the service and technology, as well as education and engagement for riders on the vehicle.
- **Customer Service/Communications Plan and Customer Feedback:** A customer service/communications plan for the Services that addresses real-time service alerts, service changes, marketing initiatives and that can quickly and efficiently intake, track and resolve customer inquiries, complaints and commendations.

In addition, the ability to obtain customer feedback is important in gaining insight that both the Vendor and RIDOT can use to improve the Service and/or overall customer experience. The Vendor must provide a means to capture customer feedback relative to their overall experience with the new technology, including the interaction with the Vehicle and Operator via electronic means

- **Traveler and Customer-Facing Information Requirements:** The Vendor must provide adequate traveler information available online, in-app and at various stops along the route and using a mix of media within the Vehicle(s). Customer information includes schedules, routes, vehicle name and branding, user experience information including education on what riders should expect during the trip, delay and other information as needed. Information should be provided in ways that allow access to all individuals, including those with auditory or visual impairments. The RIDOT Director has final authority for approving any branding for the Vehicle(s) and Service.

As this is the first time many riders will be experiencing an autonomous vehicle, the information should be of an educational nature. Digital or traditional signs, verbal instructions, website and app text and the like can all be utilized to help riders understand their user experience.

Requirements for proceeding to Phase II: RIDOT will grant the Vendor approval to proceed to Phase II based on following:

1. Based on the Safety Report that the Vendor will prepare and submit out of Phase I testing and observations made during the Phase I Test by RIDOT and TRIP personnel to ensure that the proposed Vehicle(s) are safe enough to proceed to Phase II.
2. The provided Vehicle(s) meet the legal requirements for operating at the selected Phase II site(s).
3. The Vendor, RIDOT and the City of Providence approve the location.

Phase II: Testing on Proposed Service Route

The Vendor may proceed to Phase II testing and configuration of the Vehicle(s) on the approved service route upon completion of all deliverables and requirements under Phase I and RIDOT approval.

Prior to the actual testing, the Vendor and RIDOT will jointly establish the test parameters and performance measures associated with Phase II testing. RIDOT envisions Phase II testing taking place over a period of four (4) weeks and without any occupants in vehicle other than Vendor and RIDOT and TRIP partners personnel. Phase II testing must include both daytime and nighttime testing of the Vehicle(s) and testing in all weather conditions. As new seasonal weather conditions arise, additional Phase II testing must be performed before public ridership is allowed in such conditions.

Vendor is responsible for all expenses associated with all testing, including but not limited to maintenance and protection of traffic, police details, etc.

At the conclusion of Phase II Testing, the Vendor will prepare a safety report for review and approval by RIDOT including recommendations on adjustments that need to take place prior proceeding the Phase III.

Requirements for proceeding to Phase III: RIDOT will grant the Vendor approval to proceed to Phase III based on following:

1. Based on the Safety Report that the Vendor will prepare and submit out of Phase II testing and observations made during the Phase II Test by RIDOT and TRIP personnel to ensure that the proposed Vehicle(s) are safe enough to proceed to Phase III.
2. The provided Vehicle(s) meet the legal requirements for operating at the selected service route(s).
3. The Vendor, RIDOT and the City of Providence approve the location.
4. The Vendor obtains all approvals, licenses and permits required for the operation of the proposed Vehicle(s) and Service in the selected area. Any expenses associated with obtaining said approvals,

licenses and permits are the responsibility of the Vendor.

At the conclusion of Phase II testing, the Vendor will make the Vehicle(s) available as part of an extended weekend public showcase and stakeholder engagement. RIDOT and the TRIP partners will work with the Vendor on outreach activities and on the logistics associated with a public event for the announcement of the service.

Phase III: Live Operations

The Vendor may proceed to Phase III, Live Operations and begin the delivery of the Service to the public upon completion of all deliverables and requirements under Phase II and RIDOT approval. RIDOT will allow the first two weeks of Live Operations to be conducted under controlled conditions during which the Vendor with RIDOT approval may make needed adjustments based on the observations of the Vendor and RIDOT personnel.

The Vendor must submit weekly performance reports in accordance with the performance measurements established within this SOW and as agreed upon with RIDOT. In addition, the Vendor must submit monthly safety reports detailing the number of incidents and/or operator interventions required.

The Vendor must take into consideration that as new seasonal weather conditions arise, additional Phase II testing must be performed before public ridership is allowed in such conditions in order to continue with Live Operations.

Once Live Operations begin, the Vendor must provide adequate traveler information available online, in-app and at various stops along the route.

The Vendor and RIDOT may propose "data driven performance adjustments" to the route and service once sufficient data has been collected to justify variation from accepted proposal.

Phase IV: Scalability of Approach

The intent of this Challenge is to provide the opportunity to test multi-passenger Vehicle(s) of SAE Level 3+ of automation under real operating conditions within the context of one district in the City of Providence. The scalability of the approach to other districts within the City of Providence and/or Rhode Island in general are also important.

The Vendor must prepare and submit an Assessment Report relative to the overall viability of the provided service, including recommended adjustments for Year 2 of Operations and the scalability of the proposed solution to other districts within the City of Providence and/or Rhode Island in general 90 days prior to the completion of the First Year of Operations. The Assessment Report and previously submitted cost information for Year 2 will serve as the basis for negotiations for any extension of services beyond Year 1.

6. RESEARCH COMPONENTS

As previously noted, one of the goals of this project is to gauge user acceptance and experience of new innovative transit technology. To achieve this, RIDOT intends to leverage academic partners for completion of research related to areas such as consumer acceptance and behavior, employment impacts, and environmental and fuel-use impacts. RIDOT reserves the right to allow research partners on the vehicles to survey riders, collect data, and coordinate with the Vendor on research projects.

The Vendor must collaborate with RIDOT and its research partners and provide the requested data needed for research identified as part of this project. RIDOT understands the need for data confidentiality and security associated with the rapidly advancing technology and will treat any data provided by the Vendor as part of this project as confidential to the extent allowed by the law. Separate agreements to protect the Vendors intellectual

property will be executed if deemed necessary.

While this is not an all-inclusive list of possible research projects through this RFP, RIDOT is seeking to work with research partners to consider social, behavioral, and environmental impacts and plan to examine:

- Opportunities for fleet electrification and the greenhouse gas emission reductions
- Stakeholder awareness and attitudes towards automated vehicles
- Impacts on rider transportation choices, ridership trends, and acceptance of public transit
- Potential positive community impacts and potential unintended consequences

7. PERFORMANCE MEASURES

Performance measurement and monitoring are critical elements of the TRIP Mobility Challenge. Reliability and efficiency of the Service are paramount to the successful completion of the project as is a customer-centric approach to the delivery of the Service.

Vendors must maintain an active database with operating statistics, disengagements, interventions, ridership, etc., from which any of the required performance measures can be calculated and required reports be prepared. RIDOT must have direct access to the raw data in the database in digital format. Vendors are encouraged to offer technological solutions to performance measurement and monitoring beyond the requirements outlined in the RFP. RIDOT reserves the right to independently audit the provided data and reports if it elects to do so.

The outcome of success will be measured based upon the following:

- Vehicle Safety Record as indicated by number and frequency of incidents and required Operator interventions
- Miles Driven in Autonomous Mode versus Total Miles Driven
- Number of disengagements by cause, including number of Automatic Disengagements and number of Manual Disengagements
- Time for Operator to assume control
- Service reliability for the Service measured and monitored as a function of on-time performance. The on-time performance target for the Service (the "On-Time Performance Target") is 90%. Thus, 90% of the time the Vehicle(s) must run on time, with "on-time" being defined as one minute early to five minutes late
- Number and length of any delays beyond five (5) minutes, including missed departures.
- Wait time for passengers
- Cost per hour to operate and cost per passenger
- Daily ridership statistics with detailed information on number of passengers per hour
- Customer Satisfaction

In the event the Vendor submits a proposal that offers On-Demand service, RIDOT and the Vendor may adjust the performance measures accordingly.

8. REPORTING REQUIREMENTS

Any event that is required to be reported to Law Enforcement must be immediately reported to RIDOT as well.

All required reports must be submitted in Adobe Acrobat PDF format for performance monitoring. In addition, the Vendor shall supply electronic versions in Microsoft Word or Excel format as requested by RIDOT.

The Vendor will be responsible for submitting a Weekly Performance Report by 12:00 pm Noon on each Tuesday,

for the prior week of Monday through Sunday as part of general reporting requirements.

The Weekly Performance Report must be well organized and provide detailed and summary information for the following:

- **On-time performance** for each of the end points of each route, with details on actual departure times for every Vehicle and the causes detailed for any deviation from the on-time performance target
- Service reliability for the Service measured and monitored as a function of on-time performance
- Number and length of any delays beyond five (5) minutes, including missed departures, wait time for passengers and causes of delay
- Daily ridership statistics with detailed information on number of passengers per hour, including boarding and alighting by stop location
- Cost per hour to operate and cost per passenger
- Battery performance, including range, degradation, charging time and operating efficiency
- Customer Satisfaction
- Miles Driven in Autonomous Mode versus Total Miles Driven
- Vehicle Safety Record as indicated by number and frequency of incidents and number of required Operator interventions including number of automatic and manual disengagements and time for Operator to assume control.
 - For the purpose of this project RIDOT is utilizing California's DMV's definition which defines disengagement as "a deactivation of the autonomous mode when a failure of the autonomous technology is detected or when the safe operation of the vehicle requires that the autonomous vehicle test driver disengage the autonomous mode and take immediate manual control of the vehicle."
- Summary of all disengagements by cause, both as a result of a failure of the autonomous technology and of the Operator taking control when required for safe operation. The report must include Miles Driven in Autonomous Mode, Total Miles Driven, Number of Automatic Disengagements, Number of Manual Disengagements, Location of Disengagement, Time for Operator to assume control and Number of disengagements by cause including, weather conditions, road surface conditions, construction, emergencies, accidents or collisions, unwanted maneuver, perception discrepancy, software discrepancy, hardware discrepancy, incorrect behavior prediction, or other road users behaving recklessly.

9. **INVOICING & METHOD OF PAYMENT**

Method of Payment

- Payment will be based on the Vendor submitted schedule of payments and will be based on the acceptance of the deliverables outlined for each phase.
- Once the Vendor begins live service as part of Phase III, payments will be made on a bi-weekly payment upon approval by RIDOT of the submitted invoice and acceptance of the Performance Reports for the periods covered under the submitted invoice.

Compensation

- Compensation for downtime relating to equipment failure or malfunction will not be allowed. Downtime relating to unforeseen weather conditions will be reviewed on a case by case basis.

Travel Expenses

- No per diem or travel expenses will be compensated.

Invoicing

- Invoices for payment shall be submitted on a bi-weekly basis and shall include, but not limited to:
 - (1) Eligible reimbursable costs. Receipts for eligible reimbursable items shall be attached to each work order for which said costs were incurred
 - (2) Corresponding detailed Performance Reports
 - (3) Eligible reimbursable costs.

10. INSURANCE REQUIREMENTS

Prior to commencement of any work under this Contract, the Vendor shall at its sole expense, maintain the following insurance on its own behalf with insurance companies lawfully authorized to do business in the State of Rhode Island. It is the responsibility of the successful Vendor to provide evidence of the following insurance policies and defined limits prior to the contract award and continuing thereafter until all obligations of this agreement are fulfilled and for any residual period agreed upon by the parties hereto

1. Workers' Compensation and Employers Liability: Statutory Benefits as required by the Workers' Compensation laws of the State of Rhode Island and reference to such compliance made on all certificates of insurance.
 - Workers' Compensation Coverage: Statutory Requirements
 - Employers Liability Limits set at not less than:
 - Bodily Injury by Accident: \$1,000,000. Each Accident
 - Bodily Injury by Disease: \$1,000,000 Each Employee
 - Bodily Injury by Disease: \$1,000,000 Policy Limit
2. Proposed or Furnished Vehicle Liability and Automobile Liability: Vendor is required to maintain coverage to include all vehicles (of any class or description) used for any purpose reasonably related to the Vendors performance of this contract, whether commissioned, owned, leased, borrowed, or hired for any length of time and regardless of the vehicles location. Vendor must insure against claims for bodily injury, including sickness, death or disease, and for care and loss of services as well as from claims for property damage, including loss of use, which may arise from its operations under this contract. Vendor is responsible for any agent or subcontractor or person employed directly, indirectly or voluntarily by them.
 - Per occurrence Combined Single Limit for Bodily Injury and Property Damage, vehicles carrying up to ten (10) passengers; \$2,000,000.00
 - Per occurrence Combined Single Limit for Bodily Injury and Property Damage, vehicles carrying greater than ten (10) passengers. \$ 5,000,000.00
3. Personal Property, Equipment, Machinery and Facilities: Vendor shall maintain its own insurance on its personal property, equipment, tools, trailers etc. Vendor is solely responsible for any damage to its work zone(s), materials, storage area or facilities, equipment, and tools etc. At no time, will any agent, representative or volunteer have the authority to transfer responsibility for Vendor's property, equipment, machinery, tools or work area to RIDOT or anyone on behalf of RIDOT.

4. Professional Liability Coverage: Vendor shall maintain insurance covering issues rendered by Professional Services that arise from the operations described under the scope of services of this Contract:

- Per Claim Limit: \$1,000,000.00
- Aggregate Limit: \$5,000,000.00

a. Vendor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an Extended Coverage Period will be purchased for a period of three (3) years beginning when the work on the Contract is completed.

b. Contractual Liability Insurance coverage included and reference to such compliance made on all certificates of insurance.

5. Self-Insured Retentions: None of the policies of insurance required of the Vendor by this agreement shall contain self-insured retentions in excess of \$10,000, unless agreed to in writing by RIDOT.

6. Acts of Terrorism: All policies shall include coverage for both Certified and Non-Certified Acts of Terrorism.

7. Financial Rating and Admitted Status of Insurance Companies:

Insurance coverage provided must be placed with companies that meet the following requirements:

- A.M. Best Rating: A (Excellent) or higher
- A.M. Best Financial Size Category: Class VII or Higher
- With insurance companies that are admitted or authorized to do business in Rhode Island

8. Additional Insureds: RIDOT (including its agents, employees, representatives, officers, directors, stockholders, members and managers) shall be added as ADDITIONAL INSUREDs on all liability policies, except for the Workers' Compensation and Professional Liability policies. The coverage offered to the ADDITIONAL INSUREDs on Vendor's liability policies shall be primary coverage, i.e., not secondary or supplementary, to any other coverage maintained by the ADDITIONAL INSUREDs and shall not permit or require such other coverage to contribute to the payment of any loss, and shall fully indemnify, protect and hold harmless RIDOT and any of its P-3 Partners, namely the City of Providence, RI Public Transit Authority (RIPTA); and/or Quonset Development Corporation from and against any and all suits, claims, liabilities, losses, judgements, demands and damages, of whatsoever kind or nature, including, but not limited to, expenditures for and cost for investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgements or otherwise, which may be suffered by or accrue against, be charged to or recoverable from RIDOT, regardless of whether a claim is made formally or informally, i.e., a lawsuit has been filed (collectively "Claims") that may arise from, arise out of, are connected with, or reasonably relate in any way to the performance of this Agreement.

9. NOTICE: It is the intention of all participants in this project to employ volunteers, including students, who will be physically boarding the proposed/furnished vehicle(s) to observe, collect data, record conditions and speak to operators and passengers among other tasks. Volunteers will be expected to follow the instructions of Vendor and its operators. While not considered employees or agents of RI DOT for any purpose, these individual volunteers should be afforded the same level of protection as any other passenger herein.

10. It is agreed the Vendor's license will not be cancelled, materially changed or non-renewed without at least THIRTY (30) DAYS advance written notice to RIDOT. An endorsement or the equivalent of, to all insurance policies, shall contain a Thirty (30) DAY notice of non-renewal or cancellation. Note any notice for non-payment of premium shall also be advanced in the same Thirty (30) Day period. Such endorsement should be provided with the insurance certificates.
11. Any type of insurance or any increase in limits of liability not described above which the Vendor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
12. Waiver of Recovery/Subrogation: The Vendor waives all rights of recovery and shall cause its Insurers to waive their rights of subrogation against RIDOT, and any of their agents and employees for loss or damage covered by any of the insurance maintained by the Vendor pursuant to this Agreement.
13. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Vendor or any of their Subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Vendor of any responsibility or liability under the Contract.

Environmental Matters: Vendor shall be solely liable and responsible for and shall assume the risk of any fines, losses, damages, claims, actions, suits, costs and expenses incurred for non-compliance with any Requirement of Environmental Law or Adverse Environmental Condition (as those terms are defined below) arising out of the acts or omissions (whether negligent or not) of Vendor, its employees, agents or contractors in the performance of the services contemplated hereby, except to the extent resulting from acts or omissions of RIDOT, its employees, agents or contractors subsequent to the execution of this Agreement.

Operational and Legal Compliance: Vendor shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations and orders applicable to its performance of its obligations under this Agreement. Vendor shall apply for any permits, licenses or variances in its name alone and shall provide advance notice to RIDOT at: **RIDOT, Office of Legal Counsel, Two Capitol Hill, Providence, RI, 02903.**

Assumption of Risk: Vendor hereby assumes the following risks, whether they arise from acts or omissions (whether negligent or not) of Vendor, or of third persons, or from any other cause, and whether such risks are within or beyond the control of Vendor, excepting only risks which arise solely from acts or omissions of RIDOT, subsequent to the execution of this Agreement: the risk of claims, just or unjust, by third persons made against Vendor or RIDOT on account of injuries (including wrongful death), loss or damage of any kind whatsoever arising or alleged to arise out of or in connection with the performance of services and obligations to be performed by the Vendor under this Agreement (whether or not actually caused by or resulting from such performance) or out of or in connection with Vendor's activities or presence at or in the vicinity of the docking sites, including claims against Vendor or RIDOT for the payment of workers' compensation, whenever such claims are made and whether such injuries, damage and loss are sustained both before and after the termination or expiration of this Agreement, except to the extent such claims arise out of the acts or omissions of RIDOT.

Indemnification by Vendor: Vendor, shall indemnify and hold RIDOT and its successors, assigns, directors, officers, employees and agents harmless against any and all claims of whatsoever type, except to the extent resulting from any willful or grossly negligent acts or omissions of RIDOT and its successors, assigns, directors, officers, employees and agents or any of them, including negligence, vicarious liability and strict liability in tort, and for all expenses reasonably incurred by RIDOT in the defense, settlement or satisfaction thereof, including reasonable attorneys' fees arising in connection therewith. If so directed, Vendor shall, at Vendor's expenses, defend against any of these claims, in which event Vendor not without the prior consent of RIDOT, raise any defense involving in any way jurisdiction over RIDOT, immunity of RIDOT, the governmental nature of RIDOT or the like. With regard to

any claim, to which Vendor is required to indemnify RIDOT hereunder, Vendor hereby releases any right that it may have against RIDOT for indemnification, contribution or other form of cost recovery, whether based on statute or common law.

NOTICE: Again, it is the intention of all participants in this project to employ volunteers, including, students who will be physically boarding the proposed/furnished vehicle(s) to observe, collect data, record conditions and speak to operators and passengers among other tasks. Volunteers will be expected to follow the instructions of Vendor and its operators. While not considered employees or agents of RI DOT for any purpose, these individual volunteers should be afforded the same level of protection as any other passenger herein. This participation shall in no way affect the duty of indemnification by the Vendor.

Survival of Right to Indemnification/ Scope of Indemnity: Termination or expiration of the Services Agreement shall not release Vendor from its respective obligations hereunder and neither the enumeration in this Agreement of particular risks assumed by Vendor or of particular claims for which it is responsible shall be deemed:

- A. To limit the effect of the provisions of this section or of any other sections of this Agreement relating to such risks or claims;
- B. To imply that Vendor assumes or is responsible for risks or claims solely of the type enumerated in this Agreement;
- C. To limit risks which Vendor shall have been deemed to assume or the claims for which it would be responsible in the absence of such enumerations.

Third Party Beneficiaries: Nothing contained in this Agreement is intended for the benefit of third persons, except the anticipated volunteers/students.

Notice of Injury, Damage and/or Claims: Vendor shall keep an accurate record of all accidents, injuries or damages to persons and/or property involving the proposed/furnished vehicle(s) or the terminals and shall provide prompt notice of all such matters and of any and all claims, suits or actions against it, its subcontractors and/or RIDOT. Vendor shall take all necessary steps to record all reports of injuries, accidents, damages, claims and legal proceedings, and shall perform such investigations, inspections and keep such records as may be necessary to document all such matters.

Non-Exclusivity of Remedy: Notwithstanding these provisions, RIDOT shall retain the right to elect any other remedy available at law or in equity of the event of a default or continued defaults by Vendor, including, but not limited to declaring Vendor in breach of contract in accordance with this Agreement and to exercise all rights provided herein.

Default by Vendor: The occurrence of any of the following events shall, unless such occurrence is cured, constitute and "Event of Default" hereunder:

- A. Failure to provide any Services as required under this Agreement;
- B. Failure to provide performance measure data and reports to RIDOT as required in the Scope of Work;
- C. Failure to provide RIDOT with access to data and records concerning the Services as provided in the Agreement;
- D. Failure to perform any other obligation set forth in this Agreement;
- E. Failure to maintain the required insurance as described.

Right to Cure: RIDOT shall provide Vendor with written notice of any event of default. Commencing on the date that the notice was sent to Vendor, the Vendor shall have TEN (10) calendar days to cure a monetary default and

THREE (3) calendar days to cure a non-monetary default.

Remedies: If Vendor fails to cure an event of default, RIDOT shall have the following rights and remedies in addition to all of its rights at law, inequity, and as elsewhere provided in this Agreement.

- A. The right to take over and perform all or any part of the Services and other obligations to be performed by the Vendor, either directly or through other Vendors; and
- B. The right to cancel further performance of Vendor as to any or all of the services and obligations of Vendor yet to be performed; and
- C. The right to specific performance, restraining order, injunction or any other appropriate equitable remedy; and
- D. The right to money damages for all losses and damages, including consequential damages sustained by RIDOT as a result of such breach. Nothing in this Agreement shall be deemed to limit any other rights or remedies which RIDOT would otherwise have. No exercise by RIDOT of any right or remedy shall operate as a waiver of any other of its rights or remedies or to restrain RIDOT from exercising such other rights or remedies.

No Limitation of Rights: Nothing in this Agreement shall be deemed to limit any other rights or remedies which either party would otherwise have. No exercise by either party of any right or remedy shall operate as a waiver of any other of its rights or remedies to restrain RIDOT from exercising such other rights or remedies.

No Assignment: Any assignment or other purported transfer by either party of this Agreement or any part hereof or of any rights hereunder or of any monies due or to become due hereunder and any delegation of any duties hereunder without the express consent in writing of the other party shall be void and of no effect, provided, however, that with the approval of RIDOT, Vendor may subcontract portions of its performance to such persons as Vendor, from time to time, determine.

Representation of Vendor: Vendor hereby certifies that neither it nor any individual on Vendor's Board has been indicted or convicted in any jurisdiction; suspended or debarred or otherwise disqualified from entering into a contract with any governmental agency; has had a contract terminated by any governmental agency for breach of contract or for any other cause related directly or indirectly to an indictment or conviction.

Commissions/Collusion: No person or selling Agency has been employed or retained by Vendor to solicit or secure this Agreement on the understating that a commission percentage, brokerage contingency or other fee will be payable to such person or selling agency. The Vendor Proposal was prepared independently without collusion, consultation, communication or agreement, or the purpose of restricting competition, as to any other matter relating to such persons with any other proposer or with any competitor and the costs or prices quoted in the Vendor Proposal were not knowingly disclosed by Vendor directly or indirectly, to any other proposer or competitor and no attempt has been made and none will be made by Vendor to induce any other person, partnership or corporation to submit or not to submit a proposal to RIDOT or the Department of Purchasing for the performance of Services.

Modifications: No change or modification of this Agreement, in whole or in part, shall be effective unless in writing and is signed by both parties.

Non-Discrimination: Vendor hereby covenants and agrees to and with RIDOT that its operations and policies shall conform in all respects to the following:

- A. No person shall be deprived of the right to occupy or use any portion of the vehicle or docking sites by reason of race, sex, color, creed, national origin or sexual orientation;

- B. There shall not be effected or executed by Vendor or any nominee, any agreement, lease or other instrument whereby the use or occupancy of docking sites, or any part thereof, is restricted upon the basis of race, sex, creed, color, national origin or sexual orientation.

SUMMARY OF ACRONYMS & DEFINITIONS:

ADS: Automated Driving Systems

AMTRAK: The National Railroad Passenger Corporation, doing business as Amtrak

CAV: Connected and highly automated or autonomous vehicles

Challenge: The TRIP Autonomous Vehicle Mobility Challenge

Contract: The final agreement reached between the successful Respondent and the State of Rhode Island

Corridor: Providence's Woonasquatucket Corridor

DBE: Disadvantaged Business Enterprise (DBE)

MBTA: Massachusetts Bay Transportation Authority

Operator: A dedicated person on board the Vehicle ready to assume control of the Vehicle if the need arises, as well as provide support and assistance to any riders

Respondent: The firm that is interested or has submitted a response to the RFP

RFP: Request for Proposals

RIDOA: Rhode Island Department of Administration

RIDOT: Rhode Island Department of Transportation

RIPTA: Rhode Island Public Transit Authority

RIVIP: Rhode Island Vendor Information Program

P3: Public-Private Partnership

Pilot: The TRIP Autonomous Vehicle Mobility Challenge and Service to be provided under this RFP and SOW

Project: The Service to be provided under this RFP and SOW

SAE: Society of Automotive Engineers

Service: Proposed mobility service utilizing connected and highly automated and/or autonomous Vehicles to connect the District to Providence's Downtown

SOW: Scope of Work

State: State of Rhode Island

TRIP: Rhode Island Transportation Innovation Partnership

Vehicle(s): Vendor-provided highly automated and/or autonomous multi-passenger transit oriented vehicle(s) that meet or exceed SAE's Level 3 of automation

Vendor (AKA Contractor): Vendor is the successful Respondent awarded the Contract to supply the TRIP Mobility Challenge Services to the State.

TRIP MOBILITY CHALLENGE COST MATRIX

VENDOR: _____

TASK	TASK DESCRIPTION	INITIAL CONTRACT COST	YEAR 2 COST	YEAR 3 COST	NOTES	ASSOCIATED DELIVERABLES	DUE DATE
1	Pre-Award Requirements	---	---	---	No Payment For Pre-Award Expenses		
2	PHASE I (TOTAL COST)				Costs for Year 2 and Year 3 are only allowed if proposal calls for new and/or additional vehicles for Year 2 and Year 3, and/or extension of service routes and schedule. No payment will be made otherwise.		
a	Vehicle Delivery						
b	Phase I Testing and Approval						
c	Stakeholder Engagement						
d	Route Finalization						
e	Marketing Plan						
f	Public Education Plan						
g	Customer Service/Communications Plan						
h	Vendor Identified Deliverable and Cost						
3	PHASE II - Testing on Proposed Service Route (TOTAL COST)				See above note on new and/or additional vehicles and expansion of service.		
a	Establishment of Test Parameters						
b	PHASE II - Testing and Approval						
c	Public Showcase Event						
d	Vendor Identified Deliverable and Cost						
e	Vendor Identified Deliverable and Cost						

TRIP MOBILITY CHALLENGE COST MATRIX

VENDOR: _____

4 PHASE III - Operations								
a	Traveler and Customer-Facing Information					See above note on new and/or additional vehicles and expansion of service.		
b	Daily On-going Operational Costs (COST IS PER DAY OF OPERATION)							
c	Vendor Identified Deliverable and Cost							
d	Vendor Identified Deliverable and Cost							
e	Vendor Identified Deliverable and Cost							
5 PHASE IV - Evaluation and Assessment Report						See above note on new and/or additional vehicles and expansion of service.		
a	Evaluation and Assessment Report							
b	Scalability Plan							
c	Vendor Identified Deliverable and Cost							
d	Vendor Identified Deliverable and Cost							
Vendor Proposed Added Service and Options Alternatives								
6	Alternative 1 (Vendor to Describe)							
7	Alternative 2 (Vendor to Describe)							
8	Alternative 3 (Vendor to Describe)							
9	Alternative 4 (Vendor to Describe)							
10	Alternative 5 (Vendor to Describe)							

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

TRIP Autonomous Vehicle Mobility Challenge FAP- SPR-235 – 2018-OP-003

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

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

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

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

Signature: _____ Date: _____

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Report Entity:</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known:</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity:</p> <p>(if individual, last name, first name, mi): _____</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a)</p> <p>(last name, first name, mi): _____</p>	
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employec(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p> <p>_____</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$160,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>	
<p>For Federal use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL-A</p>	

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

CONFLICTS DISCLOSURE POLICY

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

CONFLICTS DISCLOSURE STATEMENT

RE: 2018-OP-003 TRIP Autonomous Vehicle Mobility Challenge

I, _____ hereby certify as follows:

I am employed as a _____ of _____
 [TITLE] [COMPANY]
 and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

SIGNATURE _____

DATE _____

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.



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

Project: 2018-OP-003, - FAP No. SPR-235, - TRIP Autonomous Vehicle Mobility Challenge

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

Signature of Authorized Official

Date

APPENDIX A

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

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

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

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

the basis of sex);

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

Last Update: November 2017