



Rhode Island Turnpike and Bridge Authority

March 19, 2025

Request for Proposal No. 25-01

Comprehensive Assessment of PCI 4.0.1 DSS Requirements

INTRODUCTION

The Rhode Island Turnpike & Bridge Authority (RITBA) is seeking proposals from qualified firms to provide a comprehensive assessment of the Authorities Payment Card Industry Data Security Standard (PCI DSS) compliance status.

BACKGROUND

RITBA is a quasi-public agency created by the Rhode Island General Assembly in 1954 as a corporate and body politic, with powers to construct, acquire, maintain, and operate bridge projects as defined by law. The Authority was responsible for the construction of the Claiborne Pell Bridge (formerly the Newport Bridge) which opened to traffic on June 28, 1969. The Authority has been responsible for the operation and maintenance of the Mount Hope Bridge between Bristol, Rhode Island and Portsmouth, Rhode Island and the Claiborne Pell Bridge between Newport, Rhode Island and Jamestown, Rhode Island since 1964 and 1969, respectively. On April 25, 2013, the State transferred custody, control and supervision of the land and improvements for the Jamestown Verrazzano and the Sakonnet River Bridges from the Rhode Island Department of Transportation (RIDOT) to the Authority. Ownership and title of the bridges remains with the State. In addition to the four (4) bridges noted above, RITBA also operates and maintains Route 138 through Jamestown and ten (10) smaller bridges associated with this highway and the approaches to the four (4) major bridges.

REQUEST FOR PROPOSAL REQUIREMENTS

RITBA requires respondents keep the proposals to a maximum of eight (8) double sided 8 ½ x 11 pages (no less than 12 font) for each discipline a firm is requesting to provided services for RITBA, excluding:

- Cover Letter
- Table of Contents
- Dividers
- Resumes

RITBA will not accept videos, simulations, or other electronic presentations for this submittal. However, such electronic information may be presented during an interview process for the shortlisted proposers if so necessary.

Proposing firms shall submit one electronic (via email to procurement@ritba.org) and three (3) printed copies of the proposal to:

Office of Procurement
Rhode Island Turnpike and Bridge Authority
1 East Shore Road
Jamestown, RI 02835
Attn: PCI DSS – RFP 25-01

The proposal must be received no later than **2:00pm EDT April 15, 2025, EDT**. Late submissions will **not** be accepted. RITBA accepts deliveries during normal business hours Monday through Friday 9:00am to 4:00pm EDT excluding national and local state holidays. It is the sole responsibility of the responding firm to ensure delivery of its proposal on or before the due date/time, RITBA will not accept any proposals that are received after the due date/time. To control the dissemination of information regarding

this RFP, firms interested in submitting proposals shall not make personal contact with any member of RITBA staff and/or Board of Directors. Questions concerning this RFP should be directed, via email to procurement@ritba.org no later than **2:00pm March 26, 2025, EDT**. RITBA will respond to all relevant questions no later than end of day **EDT March 31, 2025**. This addendum will be posted to RITBA's website (www.ritba.org) and the State of Rhode Island's Division of Purchasing website (www.purchasing.ri.gov).

RITBA accepts no financial responsibility for any costs incurred by a firm in responding to this RFP, participating in oral presentations, or meeting with RITBA prior to being awarded the contract. The proposals in response to this RFP become the property of RITBA and may be used by RITBA in any way it deems appropriate. All information submitted in response to this RFP is deemed public and subject to disclosure unless a separate redacted public copy is submitted, regardless of whether the information is marked confidential/proprietary. Firms may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act (R.I. Gen. Laws § 38-2 et. seq.). If Firm does not submit a redacted public copy, RITBA assumes that firm is not seeking confidential treatment for any of its information and thus, all information is subject to public disclosure. By submitting a proposal, the firm certifies that it has fully read and understands the RFP, has full knowledge of the scope of work to be provided, and accepts the terms and conditions under which the services are to be performed. RITBA will be the sole judge in determining as equivalent products (if applicable).

RITBA reserves the right to, virtually, interview some, all or none of the firms responding to this RFP based solely on its judgment as to the firm(s) proposals and capabilities. RITBA reserves the right to select firms directly from the proposals received without the use of an interview process. RITBA reserves the right to request and consider additional information from submitters, and to reject any submittals on any basis without disclosing the reason. No firm may withdraw their submittal for at least one-hundred twenty (120) days after the time and date set for submission.

RITBA reserves the right to waive any irregularities and technical defects. RITBA reserves the right to modify, amend or waive any provision of this RFP, prior to the issuance of an award for these services.

SCOPE

This scope of work covers the requirements to provide Rhode Island Turnpike and Bridge Authority with a comprehensive assessment of its PCI 4.0.1 DSS requirements. Rhode Island Turnpike and Bridge Authority is committed to safeguarding cardholder data and complying with PCI DSS requirements. This assessment aims to evaluate current compliance levels, identify areas of non-compliance, and establish a roadmap for remediation. The scope of this assessment will span any department that accepts payment card data. Requirements, which shall include, but are not limited to the following:

- a. Assessment Areas:
 - i. Network Architecture Review: Evaluate network and system architecture for compliance with PCI DSS requirements.
 - ii. Network Segmentation: Ensure logical and physical segmentation controls are in place.
 - iii. Policies and Procedures Review: Assess existing policies and procedures related to handling payment card data.

- iv. Data Security and Encryption: Verify the implementation of appropriate data security measures, including encryption, data storage, and access control.
 - v. Access Control and Authentication: Assess user access management, multi-factor authentication (MFA), and segregation of duties.
 - vi. Risk Assessment and Vulnerability Management: Review risk assessment practices, vulnerability scanning, and remediation processes.
 - vii. Third-Party Vendor Management: Review third-party agreements and relationships (e.g., payment processors) to ensure they meet PCI compliance standards.
- b) Payment Card Transactions: Identify and analyze how the college processes payment card transactions (e.g., online payments, point-of-sale (POS) systems, phone-based payments, etc.)
 - c) Systems and Applications in Scope: List the systems, applications, and networks involved in processing, storing, or transmitting cardholder data (CHD). This may include payment gateways, POS systems, payment terminals, e-commerce platforms, and web servers.

DELIVERABLES

The scope of the services will involve assisting RITBA with meeting the compliance requirements of PCI DSS version 4.0.1 Key components of the analysis include:

1. PCI Gap Analysis Report
 - a. Evaluate all collected information against PCI DSS 4.0.1 SAQ requirements and report thereon, including Compensating Controls and/or Explanations for non-Applicability, as applicable.
 - b. Provide design suggestions to reduce or manage technical scope.
 - c. Document gap analysis issues and provide prioritized remediation recommendations including detailed technical artifacts to support identified gaps.
 - d. Create the Gap Report and submit it in electronic format to the Authority.
 - e. The Gap Report and all its contents will be presented to the RITBA project management team, as well as delivered electronically to RITBA.
2. PCI ASV Scan
 - a. Review and help to mitigate any significant findings found during the required quarterly ASV Scan that is being conducted by the Company.
3. External and Internal Vulnerability Assessment and an External and Internal Penetration Test.
 - a. Document and record each step of the process described above, deliver a report at the end of each test which provide an executive level summary of the results of the tests, vulnerabilities identified, and suggested remediations for consideration.
4. Self-Assessment Questionnaire (SAQ)
 - a. Prepare the SAQ that encompasses all in-scope PCI 4.0.1 requirements at the Authority.
 - b. This validation document must follow the strict guidelines of the PCI Security Standards Council.

- c. Provide a draft of the SAQ to the Authority for internal management to review and comment.
 - d. Any agreed upon necessary corrections will be updated in the Final SAQ.
5. Attestation of Compliance
 - a. The Authority is required to complete an Attestation of Compliance (AOC) as a merchant.
 - b. The AOC is to be submitted to the processor by the Authority upon request.
 - c. Prepare the required AOC and sign off as the QSA.
6. Timeline and Milestones
 - a. Assessment Start Date April 9, 2025
 - b. Completion of Final Report: Delivery of the final PCI compliance assessment report is no later than July 1, 2025.

Codes and Standards

All work performed shall be in compliance with all industry standards and regulations, including, suitability, best interest, due diligence, and fiduciary. Additionally, the RITBA may issue additional standards for specific work, as applicable.

RITBA may select multiple firms to provide services. The contract term will be for a period of five years beginning at the date of signature of the Professional Services Agreement.

SUBMITTAL AND EVALUATION CRITERIA

Proposals will be evaluated by a Selection Committee, which will be seeking to distinguish through the appropriate combination of several criteria, which proposer has the abilities to best perform the required services to the satisfaction of RITBA. While some criteria may be ranked higher than others in the selection process, the proposal that achieves the highest overall ranking will be considered top-ranked by the Selection Committee. The proposals will be evaluated using the following criteria:

A. Experience of Proposed Team and Firm – 40%

- a. Provide an organizational chart for the proposed team.
- b. Provide resumes for each team member.
- c. Articulate experience performing similar services for transportation, bridge, and toll facilities, and other governmental entities.
- d. Provide contact information (phone number & email address) of the primary contact for this solicitation.

B. Understanding of Scope and Demonstrated Performance – 30%

- a. Articulate an understanding of and familiarity with the requested scope and describe your approach to deliver.
- b. Demonstrate performance of these services with other agencies, specifically governmental or quasi-state.

C. Cost – 30%

- a. RITBA prefers a fixed price for these services over the five-year period. If your firm is unable to provide a fixed price, please detail how the fees will be assessed to RITBA. Please refer to Exhibit A

RITBA will select firms based upon recommendations of the Selection Committee, and subsequent approval of the Executive Director and the RITBA Board of Directors.

ADDITIONAL REQUIREMENTS

MBE Participation Goal

In accordance with RI Gen. Law § 37-14.1-1, it is the policy of the State of Rhode Island to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs). Pursuant to §§ 37-14.1-2 and 37-14.1-6, MBEs and WBEs shall be included in all State purchasing, including, but not limited to, the procurement of goods, services, construction projects, or contracts funded in whole or in part with State funds, or funds which, in accordance with a federal grant or otherwise, the State expends or administers. MBEs and WBEs shall be awarded a minimum of fifteen percent (15%) of the dollar value of the entire procurement or project (MBE's – 7.5%; WBE's 7.5%). Vendors should be aware that each time a task order is issued under this solicitation and subsequent PSA, an MBE Utilization Plan shall be submitted to the Division of Equity, Diversity & Inclusion for review and approval. A copy of the Plan should be provided to RITBA in advance. Please note that MBE participation credit shall only be granted for firms duly certified as MBEs and WBEs by the State of Rhode Island, Department of Administration, Division of Equity, Diversity, and Inclusion, MBE Compliance Office (MBECO). The current directory of firms certified as MBEs or WBEs may be accessed at <https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office/minority-business-enterprise-mbe>.

Insurance Requirements

Evidence of insurance as specified in the Professional Services Agreement

Professional Services Agreement

RITBA's standard Professional Services Agreement is attached hereto and incorporated herein by this reference. RITBA expects the successful firm to execute this Agreement with no changes to the Agreement. Task Orders will be issued for any work assigned under this Agreement.

Campaign Finance Compliance

Every person or business entity providing goods or services at a cost of \$5,000 cumulated value is required to file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable contributions have been made. R.I.G.L. § 17-27 Forms may be obtained at Board of Elections, Campaign Finance Division, website at <https://elections.ri.gov/finance/index.php>. Please call (401) 222-2345 or e-mail campaign.finance@elections.ri.gov with any questions or concerns. For the purposes of this RFP RITBA asks that firm's commit to properly filing all appropriate documentation prior to any contract being signed.

Major State Decision-Maker

Does any Rhode Island "Major State Decision-Maker", as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a \$5,000 or greater cash interest in this business?

For purposes of this question, "Major State Decision-Maker" means:

- (a) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in R.I.G.L § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in

the positions of president, senior vice president, general counsel, director, executive director, deputy director, assistant director, executive counsel or chief of staff.

- (ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, or chief of staff; and
- (iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator.

If your answer is "Yes", please identify the Major State Decision-Maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §36-14-16, 17 and 18.

Title VI Solicitation Notice

RITBA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Exhibit A

Services	Pricing				
	Year 1	Year 2	Year 3	Year 4	Year 5

Comprehensive Assessment of PCI 4.0.1 DSS Requirements					
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- END OF RFP

**Professional Services Agreement No. xx-xx with the
Rhode Island Turnpike and Bridge Authority (RITBA)**

The **Rhode Island Turnpike & Bridge Authority** (“RITBA”) and _____ (“PROVIDER”), by their duly authorized representatives, hereby enter into this Professional Services Agreement No. xx-xx (“PSA”).

WHEREAS, RITBA issued a Request for Proposals numbered xx-xx seeking [*generally describe what RITBA sought the by RFP*] (“Services”).

WHEREAS, PROVIDER was the successful bidder for the Services, RITBA wishes to award this PSA to PROVIDER, and PROVIDER wishes to accept this award.

WHEREAS, RITBA and PROVIDER have also agreed upon the terms and conditions that will be applicable to this PSA (“Terms and Conditions”, attached as *Exhibit I*), the Services, and any Task Order(s) issued by RITBA (as that term is defined in the Terms and Conditions).

NOW THEREFORE, RITBA and PROVIDER, intending to be legally bound, hereby agree as follows:

1. The Services provided by PROVIDER to RITBA shall be governed by the terms of this PSA, the Terms and Conditions, and any Task Order(s) issued by RITBA to PROVIDER.

[PROVIDER]

**Rhode Island Turnpike and Bridge
Authority**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT 1
(Terms and Conditions)

**Terms and Conditions for Professional Services Agreement No. XX-XX with
the Rhode Island Turnpike and Bridge Authority (RITBA)**

Unless otherwise agreed to in writing by RITBA, these Terms and Conditions apply to the Professional Services Agreement No. XX-XX between RITBA and [NAME OF FIRM] (“PROVIDER” or “NAME”) (“PSA”).

1. TASK ORDERS AND SCOPE OF SERVICES

Task Orders, in the general form shown on Exhibit “A,” will be used to describe the parties’ mutual agreement on the scope of services, schedule, compensation and any other particulars (“Task Orders”). Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order will govern the parties’ rights and obligations with respect to each assignment along with these Terms and Conditions.

2. TERM

- (a) The PSA and these Terms and Conditions are effective and legally binding as of the date of execution (“**Effective Date**”) and, unless hereafter properly terminated, shall continue to be effective and legally binding for XXXXX (X) years.

3. CHANGES/AMENDMENT

No changes or amendments to the PSA, these Terms and Conditions, or any Task Order will be effective unless agreed to in writing by both parties.

4. STANDARD OF CARE/WARRANTIES

In performing any work or providing any services under any Task Order, PROVIDER shall exercise the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. PROVIDER represents and warrants that: (i) it has the authority and right to accept these Terms and Conditions and any Task Order, to perform services and provide materials, information and deliverables hereunder, and that its obligations hereunder are not in conflict with any other obligation; (ii) each of its employees has the proper skill, training, and background necessary to accomplish their assigned tasks; (iii) all services will be performed in a competent and professional manner, by qualified personnel authorized and licensed, as necessary under applicable state and federal laws, to perform the work necessary to complete any services, and will conform to RITBA’s requirements hereunder and all applicable state and federal laws; (iv) neither any deliverables, information, or materials, nor the performance of any services by PROVIDER will infringe upon or violate the rights of any third party and RITBA shall receive free and clear title to all works, materials, information and deliverables prepared and/or developed in connection with PROVIDER’S work; and (v) RITBA shall have the right to use for its own purposes, any ideas, methods, techniques, materials and information provided to or otherwise obtained by RITBA as a result of its agreement with PROVIDER, without restriction, liability or obligation, except as may be specified herein.

5. INSURANCE AND BONDING

PROVIDER shall maintain the insurance coverages specified on Exhibit "B" and as otherwise specified or required by RITBA.

PROVIDER shall provide an executed Performance and Labor bond to RITBA within five (5) business days of the date of the Notice of Intent to Award, for a sum not less than \$XXXXXXXX.

6. SUBCONSULTANTS

(a) Without limiting PROVIDER'S ability to hire subconsultants or subcontractors in connection with its obligations to RITBA, RITBA shall have the right to require PROVIDER to engage subconsultants or subcontractors (reasonably acceptable to PROVIDER) to perform any of the work required for the successful fulfillment of its obligations to RITBA.

(b) If PROVIDER proposes to engage a subconsultant or subcontractor to perform work required pursuant to any Task Order, such Task Order shall include the name of each subconsultant or subcontractor performing the task and a detailed description of the work to be performed by each subconsultant or subcontractor. Reference to any subconsultant or subcontractor in an approved Task Order executed in accordance with these Terms and Conditions shall be deemed written approval by RITBA of the subconsultant or subcontractor, but only insofar as and to the extent that the work to be performed by the subconsultant or subcontractor is described in such Task Order.

(c) Except as authorized above, none of the services to be provided by PROVIDER shall be subcontracted or delegated, in whole or in part, to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of RITBA, such approval to be at RITBA's sole and exclusive discretion.

(d) PROVIDER shall enter into a written agreement with each such subcontractor or subconsultant pursuant to which each such subcontractor or subconsultant agrees to be bound by the PSA, these Terms and Conditions, and those portions of any Task Order relating to the subcontractor or subconsultant's obligations. PROVIDER shall provide RITBA a copy of any proposed subcontract upon request.

7. INDEMNIFICATION

(a) To the fullest extent permitted by law, PROVIDER agrees to defend, indemnify and hold RITBA, the State of Rhode Island, and their respective current and former agents, officers, officials, directors, and employees harmless from and against legal liability for all claims, demands, causes of action, judgments, losses, damages, and expenses, including, without limitation, reasonable attorneys' fees and court costs and expenses to the extent such claims, demands, causes of action, judgments, losses, damages, or expenses including without limitation, reasonable attorneys' fees and court costs and expenses are caused by (or in the case of the duty to defend are alleged to be caused by): (i) failure of PROVIDER, or the PROVIDER'S officers, employees, agents, representatives, subconsultants, or subcontractors to properly perform any of

their obligations to RITBA, or (ii) the negligent or willfully tortious or unlawful acts, errors or omissions of PROVIDER, PROVIDER'S officers, employees, agents, representatives, subconsultants, or subcontractors.

(b) PROVIDER'S indemnity and defense obligation under this section shall supersede any provision contained herein or elsewhere to the contrary, and shall survive expiration or earlier termination of the PSA, these Terms of Conditions, or any Task Order for a period equal to the statute of limitations for any action which could be brought against RITBA, the State of Rhode Island or their respective agents, officers, directors, and employees, and shall continue through the duration of any such action brought during the applicable time periods.

(c) In claims against any person or entity indemnified under this section by any of PROVIDER'S employees, agents, subcontractors, subconsultants, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the PROVIDER, a subcontractor or a subconsultant under workers' compensation acts, disability benefit acts, or other employee benefit acts.

8. WAIVER OF DAMAGES

To the fullest extent permitted by law, neither RITBA nor the state of Rhode Island, nor their respective agents, affiliates, shareholders, investors, directors, officers, employees, representatives, attorneys, or agents shall be liable, whether in contract, tort, negligence, strict liability or otherwise, for any lost or prospective profits or any other special, punitive, exemplary, indirect, incidental, or consequential losses or damages arising out of or in relating to work performed by PROVIDER or any of its subcontractors or subconsultants, or termination thereof, or any failure of performance related hereto, howsoever caused, whether arising from such person's sole, joint, or concurrent negligence.

9. DISPUTE RESOLUTION

(a) In the event of a dispute between RITBA and PROVIDER arising out of or related to the PSA, these Terms and Conditions, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute within fifteen (15) calendar days of notice, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation.

(b) Should such negotiation fail to resolve the dispute, RITBA, in its sole and exclusive discretion, thereafter, may select either binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (with such arbitration to be held in Rhode Island), or state or federal court located in Rhode Island and having jurisdiction over such matter. If PROVIDER is the party continuing to press a dispute not resolved in accordance with this section, RITBA shall make the foregoing forum determination within ten (10) business days of a written request from PROVIDER to make such a selection. PROVIDER consents to the

personal jurisdiction of state or federal courts located in Rhode Island to the exclusion of all other forums outside of Rhode Island. For the avoidance of doubt, RITBA unequivocally rejects and does not consent to any jurisdiction or forum outside of Rhode Island and PROVIDER agrees that any dispute arising out of or relating to these Terms and Conditions or any Task Order shall solely and exclusively be resolved within the State of Rhode Island.

10. DOCUMENTS PROPERTY OF RITBA

All documents, data, plans, reports and other materials prepared by PROVIDER as part of its work for RITBA shall become the property of RITBA and, at RITBA's option, shall be provided to RITBA in the electronic medium specified by RITBA (provided PROVIDER has or can access such capability); provided, however, that PROVIDER shall have the right to retain copies of such documents and other materials for its records.

11. DATA TO BE FURNISHED TO PROVIDER

All data, reports, records, plans, maps, and other information as are available, in RITBA's custody, and necessary to carry out PROVIDER'S work, shall be furnished to PROVIDER, without charge by RITBA, in a timely manner. RITBA shall reasonably coordinate with and assist PROVIDER in obtaining all other information necessary to carry out PROVIDER'S work.

12. COORDINATION BETWEEN RITBA AND PROVIDER

(a) Continuing coordination and communication shall be maintained between PROVIDER and RITBA to ensure the timely completion of PROVIDER'S work. To expedite such coordination and communications, RITBA shall designate a staff member as its representative to whom PROVIDER shall direct all correspondence, progress reports, requests for information or assistance and other materials.

(b) The PROVIDER'S designee, identified on the applicable Task Order, shall serve as the representative of PROVIDER for its work and he/she or another staff member of PROVIDER acceptable to RITBA shall attend all meetings upon the reasonable request of RITBA.

13. PERSONNEL

PROVIDER represents that it has, or will obtain at its sole cost and expense, all personnel required to perform its work for RITBA under any Task Order issued by RITBA. Any person or entity engaged by PROVIDER to perform work under any Task Order shall be considered employees or independent contractors of PROVIDER, not RITBA. Any of PROVIDER'S personnel or those of its subcontractors or subconsultants specifically identified in a Task Order are considered essential to performance and may not be removed or replaced without the prior approval of RITBA. All personnel employed or engaged by PROVIDER shall possess the necessary skills for performance of PROVIDER'S work for RITBA. If RITBA issues a Task Order to PROVIDER and PROVIDER determines that it cannot perform the work required by such Task Order in a competent and timely fashion, it shall immediately notify RITBA in writing. PROVIDER will at all times enforce proper discipline and good order among the personnel under its control or supervision.

14. TIME IS OF THE ESSENCE

Time is of the essence with respect to any deadline or schedule set forth in these Terms and Conditions or any Task Order.

15. COMPENSATION AND METHOD OF PAYMENT

(a) RITBA agrees to pay PROVIDER an amount in accordance with the fee arrangements set forth in each Task Order.

(b) The specific method of payment (i.e., lump sum, time and materials, etc.) shall be as set forth by Task Order. RITBA shall pay PROVIDER in accordance with monthly invoices properly and timely submitted by PROVIDER. Invoices for time and material type contracts shall cover services performed during the preceding month and shall be for an amount calculated from the actual number of hours expended on the work by each staff member and the hourly rates specified in the Task Order. Invoices for lump sum type contracts shall be based on percent complete of the total project.

(c) Out-of-pocket (direct) expenses shall be listed separately on any invoice and shall be in compliance with Exhibit "C".

(d) PROVIDER'S subcontractors and subconsultants are to be considered as a direct expense when invoicing. No consultant mark-up will be allowed for such subcontracted services without prior RITBA approval.

(e) From the total of the amount determined by RITBA to be payable on an invoice, PROVIDER shall deduct a pre-determined percentage as set forth in Exhibit "C", to be held as retainage and paid by RITBA upon completion of the Project.

(f) RITBA shall pay PROVIDER invoiced amounts within thirty (30) days after the date RITBA deems said invoice to represent a true and accurate detail of work performed and expenses. Invoices are due on the 10th of the month or the next business day should the 10th of the month fall on a weekend or State of Rhode Island recognized holiday. Invoices shall be accompanied by supporting documentation as required by RITBA.

16. TERMINATION OF AGREEMENT FOR CAUSE OR RITBA'S CONVENIENCE

(a) A Task Order may be terminated by either party upon written notice in the event of default under such Task Order or these Terms and Conditions by the other party; provided, however, the non-performing party shall have fourteen (14) calendar days from the receipt of the termination notice to cure such default or to submit a plan for curing such default that is acceptable to the other party.

(b) RITBA may terminate or suspend performance of PROVIDER'S work under any Task Order for RITBA's convenience upon written notice to PROVIDER. Upon receipt of such notice, PROVIDER shall promptly terminate or suspend performance of PROVIDER'S work on a schedule acceptable to, or directed by, RITBA. RITBA shall pay PROVIDER for all work performed to date

and in accordance with the terminated or suspended Task Order.

(c) The provisions of this section shall apply to each individual Task Order, separate and apart from any other Task Order, and without terminating or otherwise affecting any other Task Order unless explicitly stated by RITBA.

17. NOTICES

All notices, requests, demands, and other communications required or permitted pursuant to the PSA, these Terms or Conditions, or any Task Order shall be made in writing and shall be deemed to have been duly given if personally delivered, delivered by reputable overnight carrier, or deposited in the United States mail, first class postage prepaid and addressed as follows:

To RITBA:	Executive Director Rhode Island Turnpike and Bridge Authority 1 East Shore Road Jamestown, RI 02835
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To PROVIDER:	NAME AND TITLE NAME OF COMPANY ADDRESS ADDRESS
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or to such other person or address as either party may specify by notice given as provided herein to the other party.

18. CONFIDENTIALITY

Except as required by law, PROVIDER shall not, at any time, divulge to any person any proprietary information or fact relating to the conduct, management, or business of RITBA. All information relating to the details of PROVIDER'S work and any other documents, data, plans, reports or other materials provided to or acquired by PROVIDER in connection with PROVIDER'S work shall be treated as confidential and used only in the performance of PROVIDER'S work. Except as required by law, no documents, data, plans, reports or other materials provided to or prepared or assembled by PROVIDER shall be made available to any other person or entity by PROVIDER without prior written approval of RITBA.

19. ASSIGNABILITY

The PSA, these Terms and Conditions, and any Task Order shall be binding upon and inure to the benefit of the successors, assignees, or affiliates of PROVIDER and RITBA. RITBA may, in its sole and exclusive discretion, assign the PSA, these Terms and Conditions, and any Task Order to any other person or entity at any time and without PROVIDER'S prior approval. PROVIDER may not assign the PSA, these Terms and Conditions, or any Task Order, in whole or in part, without

the express written consent of RITBA. Any attempted assignment in contravention of this provision shall be void and of no effect.

20. NO THIRD-PARTY RIGHTS

The PSA, these Terms and Conditions, and any Task Order between the parties shall not create any right in or benefit to parties other than RITBA and PROVIDER and their assignees or successors.

21. NO JOINT VENTURE

Nothing herein shall be construed to imply a joint venture or principal and agent relationship between RITBA and PROVIDER, and neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other.

22. NONDISCRIMINATION

PROVIDER shall comply with all applicable federal, state, and local laws, rules, and regulations with respect to non-discrimination and unlawful employment practices based upon any characteristic or class protected under the law.

23. AUDITS AND AVAILABILITY OF RECORDS

(a) RITBA and its representatives and agents shall have the right, at all reasonable times, to inspect, examine, copy, and audit such books and records and all documents related the work performed (or to be performed) by PROVIDER or any of its subcontractors or subconsultants. Upon RITBA's written request and option, all originals of such records and documents shall be made available to RITBA electronically and/or in paper format (at PROVIDER'S expense) at RITBA's office. PROVIDER shall maintain copies of all records and documents on electronic media, in the form customarily used in the industry, available for RITBA's inspection in printed form, for a period of not less than three (3) years following the latter of final payment for services, or contract completion.

(b) PROVIDER shall keep full, complete, and accurate books and records, showing all of its receipts and expenses pertaining to its (or its subcontractors' or subconsultants') work for RITBA. Records include, but are not limited to, time and expense records. PROVIDER shall, at all times, provide and maintain, in a true and accurate manner, and in accordance with Generally Accepted Accounting Principles ("GAAP"), such accounts, books, records and data as would reasonably be expected to be examined by an independent certified public accountant in performing an audit or examination of PROVIDER'S receipts and expenses in accordance with GAAP and generally accepted auditing standards.

24. NO WAIVER

The failure of either party to enforce any time, or for any period of time, the provisions of the PSA, these Terms and Conditions, or any Task Order shall not be construed as a waiver of such provisions or of the rights of such party to enforce each and every provision. No RITBA payment to PROVIDER for work performed under any Task Order shall be construed as a waiver of any of RITBA's rights under the PSA, these Terms and Conditions, or any Task Order.

25. COMPLIANCE WITH LAWS

PROVIDER's work for RITBA under the PSA, these Terms and Conditions, and any Task Order shall be performed in accordance with all local, state, and federal laws and regulations applicable to PROVIDER'S work.

26. SEVERABILITY

If a provision of the PSA, these Terms and Conditions, or any Task Order is or becomes illegal, invalid, or unenforceable in any jurisdiction, it will not affect the legality, validity or enforceability of any other provision thereof.

27. GOVERNING LAW

The PSA, these Terms and Conditions, and any Task Order shall be construed in accordance with the substantive and procedural laws of the State of Rhode Island, exclusive of its choice-of-law rules.

28. CAMPAIGN FINANCE COMPLIANCE/MAJOR STATE DECISION-MAKER

PROVIDER shall at all times be and remain in full compliance with Rhode Island General Laws Chapter 27 of Title 17 and Chapter 14 of Title 36.

29. ENTIRETY

The PSA, these Terms and Conditions, and any Task Order contain the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral.

30. CAPTIONS

The captions contained in these Terms and Conditions are for reference only.

31. ADDITIONAL FEES

RITBA will not be liable for any losses, costs, damages, penalties, fines, settlements, liabilities and expenses incurred by PROVIDER or any of its subcontractors or subconsultants arising out of or relating to any dispute or formal legal proceeding, regardless of whether PROVIDER is a party to said dispute or proceeding.

32. SURVIVAL

PROVIDER shall remain obligated to RITBA under of the PSA, these Terms and Conditions, and any Task Order that expressly or by their nature may extend beyond or survive the expiration or

termination thereof.

33. AWARDING OF OTHER CONTRACTS

RITBA may award other contracts for services for which PROVIDER is providing services to RITBA, and PROVIDER shall cooperate with such other persons or entities and shall coordinate its services to be performed hereunder with such other work in such manner as the RITBA may reasonably direct, but in all instances shall be entitled to rely on the directions of RITBA. Upon receiving written notice from PROVIDER that another person or entity is failing to coordinate its services with PROVIDER'S services as directed, RITBA will investigate the matter and take such action as RITBA deems may be necessary. However, RITBA shall not in any event be liable to PROVIDER for any damages or delays suffered by PROVIDER by reason of the failure of another person or entity to carry out RITBA's directions. If PROVIDER suffers damage by reason of any act or omission of any other person or entity, PROVIDER shall have no claim against RITBA. To the extent the RITBA determines in its sole discretion that acts and omissions of any other person or entity caused unreasonable or unnecessary delays in PROVIDER's work for RITBA, RITBA will shall grant an appropriate time extension to PROVIDER to complete its work.

34. CONFLICTS OF INTEREST

If an actual or potential conflict arises between the interests of RITBA and the interests of any of PROVIDER'S other clients, PROVIDER shall immediately notify RITBA in writing. If RITBA consents to PROVIDER'S continued work for such other clients, it will notify PROVIDER in writing. If RITBA does not issue such written consent within three business days after receiving PROVIDER'S notice of an actual or potential conflict, PROVIDER shall immediately terminate its representation of such other clients if such termination is permitted by contract. In such case, RITBA shall not be liable to PROVIDER or any other person or entity for any damages, termination fees, claims, losses, special, or consequential damages. If PROVIDER does not or cannot resolve the conflict of interest arising from its representation of other clients through termination of such contracts or by other means within the time period reasonably set by RITBA, RITBA may terminate the PSA, these Terms and Conditions, or any Task Order immediately without providing any further opportunity to cure to PROVIDER. Nothing in this section shall be construed as an attempt to interfere with any contract between PROVIDER and a third party, and the indemnification and hold harmless provisions set forth above apply to any claim or litigation involving RITBA arising from or relating to this section.

[END OF TERMS AND CONDITIONS]

Provider Name

Rhode Island Turnpike and Bridge Authority

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit “A”
Task Order No. X
[Description of Services] Contract No. XX-XX; Purchase Order No. XXXXX

This Task Order is made as of this [day] of [Month], 20XX under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT No. xx-xx for [Description of Services] , dated [Month] [Day], 20XX , (the “AGREEMENT”) between the Rhode Island Turnpike and Bridge Authority (“RITBA”) and [Consultant Name] (“PROVIDER”).

Section A. – Services

A.1. PROVIDER shall perform the following services:

[Enter Detailed Scope of Services]

(Collectively, “SERVICES”).

A.2. In conjunction with the performance of the foregoing SERVICES, PROVIDER shall provide the following submittals/deliverables (documents) to RIAC:

[List Deliverables]

A.3. In conjunction with the SERVICE, PROVIDER shall adhere to the following milestones and schedule:

[List Milestone Dates for Schedule]

Section B. – Compensation

B.1. In return for the performance by PROVIDER of the obligations set forth in this Task Order, RITBA shall pay to PROVIDER an amount not to exceed \$ _____, payable according to the following terms:

Section C. – Subconsultants

The following describes the scope, schedule and budget allocated to subcontractors and subconsultants used in performance of this Task Order.

Subcontractor Name	Contract Amount	DBE %	DBE \$
	\$		

The PROVIDER shall ensure that all the above-referenced subconsultants agree to carry insurance and to indemnify RITBA on the same terms and conditions as required in the AGREEMENT or any exhibit or schedule thereto.

Section D. – Proposed Organization

[LIST NAMES AND TITLES OF PROPOSED STAFF]

Section E. – RITBA’s Responsibilities

RITBA shall perform and/or provide the following in a timely manner. Unless otherwise provided in this Task Order, RITBA shall bear all costs incident to compliance with the following:

[DEFAULT TO CONTRACT TERMS]

Section F. – Other Provisions

The parties agree to the following additional provisions with respect to this specific Task Order:

[ENTER OTHER PROVISIONS]

Except to the extent modified herein, all terms and conditions of the AGREEMENT shall continue in full force and effect.

Provider Name

Rhode Island Turnpike and Bridge Authority

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit “B”

**[Description of Services]
Contract No. XX-XX**

INSURANCE REQUIREMENTS

1. PROVIDER shall carry and maintain in full force and effect for the duration of this AGREEMENT, any supplements thereto, the insurance specified below. PROVIDER shall submit to RITBA a certificate of insurance indicating the existence of such coverages prior to contract execution. If such insurance coverages are not maintained and documented by PROVIDER, RITBA may consider the firm nonresponsive and may terminate this AGREEMENT.
2. The same insurance coverage shall be provided by or on behalf of all subconsultants and subcontractors engaged hereunder.
3. PROVIDER (and all subconsultants and subcontractors) shall provide and maintain, at its own cost, the following minimum insurance:
 - a. General Liability limits of \$1,000,000 per occurrence.
 - b. Motor Vehicle Liability Insurance with limits of \$1,000,000 per occurrence.
 - c. Worker’s Compensation coverage to Rhode Island statutory limits or documentation evidencing an approved self-insurance program.
 - d. Umbrella Liability limits of \$5,000,000 excess of \$1,000,000 primary layer
 - e. Errors and Omissions coverage with minimum limits of \$1,000,000 per claim.
4. RITBA shall be named as additional insured on all policies of insurance with the exception of the Errors and Omission (Professional Liability) and Worker’s Compensation insurance.

Exhibit “C”

**[Description of Services]
Contract No. XX-XX**

FEE ARRANGEMENTS

1. **[Consultant Name]** (“**PROVIDER**”)’s fee to perform professional services set forth on an approved Task Order in conjunction with the AGREEMENT shall be invoiced on a not-to-exceed, time and materials basis and at employees’ actual hourly rates, not to exceed the approved billable rates caps (see Attachment “C-1”) used to perform the work, except in the case of a lump sum Task Order. From the total of the amount determined to be payable on an invoice, _____ percent (**X%**) of such total amount will be deducted and retained by RITBA until the final payment is made under said Task Order.
2. Reasonable out-of-pocket expenses will be billed at their actual cost, and in compliance with Attachment “C-2”.
3. Prior to initiating any work for SERVICES under this AGREEMENT, PROVIDER shall submit, in both electronic and hard copy, a proposed written work scope of services, proposed schedule of completion, list of deliverables, and fee based on the approved billing rates and reimbursables specified in the AGREEMENT, PROVIDER will only proceed when RITBA provides written notice to do so.
4. Invoices are due on the 10th of the month and shall be accompanied by supporting documentation as required. Invoices shall be addressed to:

Accounts Payable
Rhode Island Turnpike and Bridge Authority
1 East Shore Road
Jamestown, RI 02835
Email: ap@ritba.org

ATTACHMENT 'C-1'

FEE SUMMARY

ATTACHMENT 'C-2'

The following has been established as acceptable expenses incurred while conducting RITBA business. It is recognized and anticipated that on certain occasions, circumstances may warrant deviations. In such cases, prior written approval must be obtained by RITBA.

Receipts must be submitted for all expenses. Documentation **MUST** include detailed receipts for all expenses (credit card receipts are **NOT** acceptable) in order to be reimbursed. Reimbursable expenses may include the following:

- The cost of travel. Modes of transportation that will adequately accommodate travel scheduling requirements and that are the most direct and cost effective to RITBA. The cost of air transportation shall not exceed the cost of coach airfare. Airfare will only be reimbursed up to the cost of coach airfare shown on the ticket, and not on the basis of any frequent flyer agreement.
- Employees will be reimbursed for the use of personal vehicles at the GSA/IRS Standard Mileage approved rate. Any reimbursement for travel must include back-up for the mileage (e.g., MapQuest).
- Ground transportation includes taxis, rides-for-hire (e.g., Uber/Lyft), rental cars, buses, and trains.
- RITBA will reimburse up to a full size automobile rental when other means of ground transportation would not be deemed cost effective. Reasonable parking costs, tolls, and other similar fees will be reimbursed by RITBA.
- All lodging will be at the single occupancy rate and must be supported and documented with detailed hotel receipts. Please contact procurement@ritba.org for the preferred hotels rates if available. If a contractor fails to do so, the contractor will only be reimbursed for the rates negotiated by RITBA at their preferred hotels.
- RITBA will pay for reasonable meals and tips. If tips are given, the amount should be reflected on the receipt for the meal.
- All travel and expense reports must be submitted for payment within one (1) month of the travel or expense. RITBA reserves the right to refuse payment of expenses submitted after one (1) month of being incurred.
- All detailed receipts should include the date, the vendor, and in the case for meals where the invoice is for more than one person, a listing of each individual.

Expenses that will be **rejected** may include, but are not limited to the following:

- Unreasonable expenses, including meals, tips, lodging and transportation. RITBA considers the following as reasonable with respect to meals (Breakfast <\$10, Lunch <\$15, Dinner, <\$20. Anything over these amounts may be considered unreasonable and not paid (excluding tip).

- Receipts for alcoholic beverages are NOT reimbursable. Alcoholic beverages should not be included on any receipts.
- UPS/FedEx/etc. fees for the mailing of any documents/invoices, unless agreed upon by RITBA.
- Late fees, interest and/or finance charges due to untimely payments.
- Lease of vehicles without detailed supporting documentation.
- Any licensing and/or training fees for PROVIDER's employees.
- Minimum order charges for recurring expenses.
- Expenses that are not specified for and/or associated to the Project, such as Annual Independent Audits, legal fees, or accounting fees.