Delaware Department of Transportation

REQUEST FOR PROPOSALS
PROFESSIONAL SERVICES

RFP Number: **2221F**

DAM PRESERVATION DESIGN SERVICES

Submission Due Date/Time: **Thursday, December 17, 2026 no later than 2:00 P.M. Local Time**

4 year term with 1 possible one-year extensions

Agreement Type: IDIQ

One (1) agreement may be awarded from this solicitation

Funding: State & Federal

The anticipated method of payment is cost plus fixed fee

29 Del.C. §6981, 2 CFR part 200, 23 CFR part 172

PROJECT INFORMATION

This Request for Proposal ("RFP") issued by the Delaware Department of Transportation ("DelDOT") is for the purpose of acquiring Proposals from interested firms ("Firms") to provide design of dam improvement and maintenance projects from scoping level to PS&E level, as well as provide construction support services for those projects. Additional tasks may include performing field survey and right-of-way verification and performing hydrologic and hydraulic analyses of dams.

PROJECT DESCRIPTION

The main scope of services of this agreement will be to perform the design of dam improvement and maintenance projects from scoping through advertisement, as well as provide construction support services during the construction phase of those projects. For each dam project, this work may include:

- Perform the design and develop plans and details for dam improvement and dam maintenance projects in accordance with applicable state and federal requirements and guidelines.
- Develop a QA/QC Plan for each dam improvement project in accordance with DelDOT's Quality Assurance/Quality Control Plan and DNREC's Dam Safety Regulations.
- Perform field surveys to develop existing base mapping.
- Develop existing right-of-way mosaics.
- Coordinate with support sections and develop documentation as needed associated with utility coordination and environmental permitting process including NEPA.
- Coordinate with construction personnel and contractors to resolve issues during construction of dam improvement projects.
- Fulfill the role of "Supervising Engineer" as defined in DNREC's Dam Safety Regulations. Prepare periodic construction progress reports, as-built plans, a Supervising Engineer's Certificate and other items as required.

Additional tasks may include the following:

- Perform regular inspections of dams as needed.
- Hydrologic and hydraulic analysis including determination of the Probable Maximum Precipitation (PMP) and Probable Maximum Flood (PMF)
- Performing an Incremental Flooding Assessment (IFA) for various percentages of the (PMF)
- Perform dam breach modeling for the Sunny Day dam breach and the SDF dam breach
- Prepare dam breach inundation maps in accordance with DNREC's Inundation Mapping Guidelines
- Perform the design, develop plans and details, and provide construction support for other water control structures, including but not limited to tide gates and dikes
- Prepare operation and maintenance manuals for water control structures
- Participate in emergency inspections and evaluations due to extreme events

All work must be in accordance with the latest version of DelDOT's CADD Standards Manual.

DelDOT has published the Standard Specifications for Road and Bridge Construction ("Standard Specifications"), which contains general terms, and other requirements which apply to this RFP and assigned Tasks. The most recent version of the Standard Specifications which has been published shall apply to this RFP generally. Tasks assigned may be governed by prior versions of the Standard Specifications, which shall be identified in the task assignment. The Firm shall review the Standard Specifications, and apply them to the applicable item(s) of this RFP and Agreement. The Standard and Supplemental Specifications can be viewed here.
Standard Specifications - Delaware Department of Transportation

QUESTIONS

Questions must be submitted before the due date identified in the Procurement Schedule for this RFP. All inquiries must be submitted in the Q/A section of the project listing in the Bonfire Procurement Portal.

DelDOT's response to questions will be posted, according to the procurement schedule, under the project listing in Bonfire and to the State of Delaware Bid Solicitation Directory Website: http://www.bids.delaware.gov/.

Direct contact with State of Delaware employees other than DelDOT's Contract Administration staff regarding this RFP is expressly prohibited without prior consent. Firms directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

DISADVANTAGED BUSINESS ENTERPRISE - TEMPORARY SUSPENSION OF DBE CONTRACT GOAL

Pursuant to the Interim Final Rule ("IFR") published by the United States Department of Transportation ("U.S. DOT") on September 30, 2025, and its immediate impact on the certification status of Disadvantaged Business Enterprises ("DBEs") previously certified by the Department, no DBE participation goal has been established for this solicitation.

At this time, DelDOT has no currently certified DBEs in its directory. Consequently, it is not possible to establish or enforce a meaningful DBE contract goal for this procurement.

DelDOT is actively conducting the DBE recertification process required by the IFR. Upon completion of recertifications, or in the event of subsequent amendments to the IFR, court orders, or further U.S. DOT guidance that restores or modifies DBE certification capacity, DelDOT reserves the right to establish, reinstate, or revise a DBE participation goal for this solicitation and any resulting contract in accordance with 49 CFR Part 26 and all applicable federal requirements.

Any future establishment, reinstatement, or modification of a DBE goal will be accomplished through a formal amendment to this solicitation or to the resulting contract. Proposers and the selected Consultant will be notified in writing of any such amendment and will be required to comply with the revised DBE provisions.

Until a DBE goal is formally established or reinstated by written amendment, no DBE participation goal applies to this solicitation or the resulting contract, and submission of good-faith efforts documentation is not required.

PROCUREMENT SCHEDULE

Action Item	Date	Time
Deadline for Questions to ensure response:	Ten (10) business days prior to the proposal due date	2:00 P.M. Local Time
Final Response to Questions posted by:	Five (5) business days prior to the proposal due date	2:00 P.M. Local Time
Proposals Due no later than:*	**Thursday, December 17, 2026**	2:00 P.M. Local Time

NOTE: Only asterisk (*) marked date changes will be communicated (via posted Addendums).

PROPOSAL REQUIREMENTS

Interested firms must submit the material required herein or they may not be considered for the project:

1. Proposals must be received before the Proposal Due Date and Time, as identified in the Procurement Schedule for this RFP. Responses submitted by hard copy, mail, facsimile, or e-mail will not be accepted. Responses received after the Proposal Due Date and Time will not be considered.
2. **Upload your submission at**: https://deldot.bonfirehub.com/portal/

   Important Notes:
   - Logging in and/or uploading the file(s) does not mean the response is submitted. Users must successfully upload all the file(s) and MUST click the submit button before the proposal due date and time.
   - Users will receive an email confirmation receipt with a unique confirmation number once the submission has been finalized. This will confirm that the proposal has been submitted successfully.
   - Each submitted item of Requested Information will only become visible to DelDOT after the proposal due date and time.
   - If the file is mandatory, you will not be able to complete your submission until the requirement is met.
   - Uploading large documents may take significant time depending on the size of the file(s) and your

Internet connection speed. The maximum upload file size is 1000 MB.

- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

Need Help? Please contact Bonfire directly at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at https://bonfirehub.zendesk.com/hc.

3. **The Prime Consultant must be Registered,** or submit application for registration, with DelDOT at or before the time of submission in order to be considered. Consultant Registrations are now completed online through SimpliGov. To complete registration or for more information, click here.

4. **Submit one (1) Original and one (1) Redacted copy** of the Proposal. The original must be a .pdf file of the original signed proposal and should be clearly marked "**Original**" on the first page of the document. The redacted copy must be a .pdf file of the original signed proposal with any proprietary or confidential information redacted, and this copy should be clearly marked as "**Redacted**" on the first page of the document. The redacted copy is required even if the submission contains no proprietary or confidential information.

   To determine what information may be considered proprietary or confidential and may be redacted from their Proposal, firms should review Delaware's Freedom of Information Regulations here; http://regulations.delaware.gov/AdminCode/title8/1400.shtml#TopOfPage. Under Delaware FOIA law, 29 Del. C, §10002(l)(2), "Trade secrets and commercial or financial information…which is of a privileged or confidential nature" are "records that shall not be deemed public" and are therefore exempt from disclosure under FOIA.

5. **Architect-Engineer Qualifications**; **GSA SF330:**

   https://www.gsa.gov/reference/forms/architectengineer-qualifications

   Follow instructions for the SF330, and add the following Individual Agency Instructions:

   A. Part I Section C 11, Proposed Team;
      Indicate if the Firm is a DBE and provide the approximate percentage of the contract cost they will perform.

   B. Part I Section E, Resumes of Key Personnel Proposed for this Contract;
      Resume information is limited to eight (8) individuals regardless of affiliation.

   C. Part I Section F, Example Projects;
      Example Projects provided are limited to ten (10).

   D. Part I Section H 30, Additional Information;
      (DelDOT recommends formatting this section using Times New Roman, 12 pt. font)
      1) The Prime Consultant must indicate the current workload with DelDOT by listing the following in a table format:
         Agreement No.; Agreement Title; Consultant PM; Prime or Sub; Total Dollars paid to date; current number of Tasks issued; and date of contract expiration.
      2) List any DelDOT agreement number your firm has been selected for and not included above.
      3) Firms may include a "Rating Criteria Support Information" Section, limited to four pages, within Section H, that covers any information that directly relates to the firm's ability to meet the specific rating criteria listed in this RFP.

Note: Letters of Interest should not be included.

6. **Joint venture** submissions will not be considered.
7. DelDOT reserves the right to reject any and all submissions. Submissions become property of DelDOT and shall be retained electronically for a minimum period of three (3) years from the date of receipt. DelDOT reserves the right to any and all ideas included in this response without incurring any obligations to the responding firms or committing to procurement of the proposed services.
8. **Required Certification Forms.** All Firms responding to the RFP must complete and return the submission forms located in 'Appendix A' of this document.

No promotional materials or brochures are to be included as part of the submission.

RATING CRITERIA

#	**Criteria Description**:	**Weight**
1	Firm's experience pertaining to dam repair and rehabilitation projects	30 %
2	Key Staff and Project Team qualifications	20 %
3	Firm's resources and capability to accomplish proposed work on schedule	20 %
4	Project understanding, approach, services required	20 %
5	Firm's experience pertaining to other water control structures, such as tide gates, dikes, etc.	10 %
	TOTAL :	**100%**

OVERVIEW OF SELECTION PROCESS –

- This is an indefinite-delivery/ indefinite-quantity agreement utilized for the performance of services for a number of projects under task orders issued on an as-needed basis. The dollar value of each individual agreement cannot exceed $20 million dollars. There is no guarantee of actual agreement value.
- This is a single-phase solicitation process with the availability for discussions with up to three (3) of the most highly qualified firms. Based upon the listed criteria and evaluation of each firm's submitted proposal, the Selection Committee may decide if a small sample task and/or discussions will be held with the most highly qualified consultants. If discussions are held, they will serve to clarify the technical approach, qualifications, and capabilities provided in response to the RFP, after which the committee will determine the ranking of the candidate firms.
- Selection Committee members will individually score each firm's submitted proposal, which determines individual ranking. DelDOT's ranking is the combined ranking of all Committee members. Firms, in order of ranking, will have the opportunity to negotiate an agreement with DelDOT. If DelDOT cannot reach agreement with the highest ranked firm(s), DelDOT terminates negotiations and begins negotiations with the next highest ranked firm, and so on until an agreement is reached. DelDOT notifies via email the awarded firm(s) of the opportunity to enter into an agreement with DelDOT. This notification also includes information on the next steps for the agreement process.
- Selection Committee members may consider the Firm's prior or ongoing performance on Projects for DelDOT in rating the Firm. The fact that a specific Selection Committee member or members have

experience with a Firm while other Selection Committee members do not shall not be a reason to disqualify any Selection Committee member or members. Selection Committee members may consider a Firm's performance on currently assigned projects up to the closing date of the Selection Committee ranking process.

- After the ranking process has been completed, applicable price information will be requested from the successful candidate Firm(s), such as; salary rates for various classifications of personnel; and an indirect cost derivation for the most current accounting period.
- Payroll burden and overhead will be computed on direct salary costs only (not including overtime) at the consultant's audited rate, as per Federal Acquisition Regulations Part 31, and DelDOT policies. Computer and CADD costs are not allowable as a direct cost to this project. Rate determination and applicability is subject to audit by the DelDOT. Additionally, candidates should be prepared for DelDOT to work with your current accounting firm to provide information and backup documentation. Full and immediate cooperation is required to avoid delays in execution of an agreement. Failure to cooperate may result in breaking off of negotiations and moving to the next ranked firm.
- Shortlist and Selection Committee membership appointments are confidential. DelDOT 's Professional Services Procurement Manual may be viewed here.
- Each specific task order shall be awarded to the selected, qualified consultants:

  Through an additional qualifications-based selection procedure, which may include, but does not require, a formal IDIQ RFP;

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  On a regional basis whereby the State is divided into regions and consultants are selected to provide IDIQ services for an assigned region(s) identified within the solicitation.

COMPLETENESS OF SUBMISSION

Firms are required to submit all documents, forms, and information requested in this RFP. This includes all attachments, certifications, statements, registration documents, technical materials, financial information, and any other items identified as mandatory.

In accordance with 29 *Del. C.* § 6981 et seq., submissions that do not include every required component may be determined non-responsive. DelDOT reserves the right to reject any proposal that fails to comply with the required submission contents or format.

Firms are strongly encouraged to review the checklist and RFP instructions to ensure a complete and compliant submission.

INSURANCE REQUIREMENTS

The selected Firm(s) must obtain at its own cost and expense and keep in force and effect during the term of the agreement, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State.

a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
b. Commercial General Liability - $1,000,000 per occurrence/$3,000,000 per aggregate.
c. Errors and Omissions - $1,000,000 per occurrence/$3,000,000 per aggregate.

To the extent that any Firm proposes using a "claim" policy instead of an "occurrence" policy to satisfy the required Error's and Omission's coverage, the Firm will be required to either (i) maintain Errors and Omissions insurance in full force and effect for a period of not less than five (5) years following the expiration or termination of this Agreement, or (ii) purchase and maintain, at its sole cost, an extended reporting period endorsement ("claims tail") providing equivalent coverage for claims first made within five (5) years after the expiration or termination of the Agreement, but arising out of acts, errors, or omissions that occurred during the performance of services under the Agreement. The Firm will be responsible for providing copies of any certificates of insurance to DelDOT as required to satisfy the insurance coverage obligation.

d. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:

    1. $1,000,000 combined single limit each accident, for bodily injury;
    2. $250,000 for property damage to others;
    3. $25,000 per person per accident Uninsured/Underinsured Motorists coverage;
    4. $25,000 per person, $300,000 per accident PIP benefits if carrying any of our clients or employees; and
    5. Comprehensive coverage for all vehicles leased from the State of Delaware Fleet Services, which shall cover the replacement cost of the vehicle in the event of collision, damage, or other loss.

Certificate of Insurance and/or copies of the insurance policies will be requested at time of award.

In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

MISCELLANEOUS

DelDOT is not liable for any cost incurred by the consultant in the preparation or presentation of the Proposal.

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity, including subconsultants currently debarred or suspended, is ineligible to participate as a candidate for this process. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

DelDOT will affirmatively ensure individuals and businesses will not be discriminated against on the grounds of race, creed, color, sex, or national origin in consideration for an award. Minority business enterprises will be afforded full opportunity to submit bids/proposals in response to this invitation.

Department of Transportation
State of Delaware
By: Shanté Hastings
Secretary
Dover, DE

FEDERAL CONTRACT PROVISIONS

The Federal Transit Authority ("FTA") Master Agreement contains a current, but not all-inclusive, description of statutory and regulatory requirements that may affect a recipient's procurement (such as Disadvantaged Business Enterprise (DBE) and Clean Air requirements). The Master Agreement states that applicable Federal requirements will apply to project participants to the lowest tier necessary to ensure compliance with those requirements. The recipient will need to include applicable Federal requirements in each sub-agreement, lease, third party contract, or other document as necessary. For specific guidance on cross-cutting requirements administered by other Federal agencies, FTA recommends that the recipient contact those agencies. The requirements listed herein must be adhered to by any firms selected to perform work required under these agreements.

1. **AUDIT AND INSPECTION OF RECORDS**

   The Firm retained pursuant to this RFP ("Consultant") agrees to provide the DelDOT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives' access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

2. **ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

   The Consultant agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 *et seq.* And 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1612; and implementing regulations, as may be amended

3. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – Lower Tier Covered Transactions (Third Party Contracts over $25,000)**

   a) By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

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

   c) The prospective lower tier participant shall provide immediate written notice to DelDOT if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

   d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing

Executive Order 12549 [49 CFR Part 29]. You may contact DelDOT for assistance in obtaining a copy of those regulations.

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

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

g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List issued by the U. S. General Service Administration.

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

i) Except for transactions authorized under Paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, DelDOT may pursue available remedies including suspension and/or debarment.

j) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 CFR §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

k) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4. CLEAN WATER REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Consultant agrees to report each violation to DelDOT and understands and agrees that DelDOT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

5. FEDERAL CHANGES

Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between DelDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

6. CLEAN AIR

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to

the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. The Consultant agrees to report each violation to DelDOT and understands and agrees that DelDOT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

7. ENERGY CONSERVATION

The Consultant shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 US Section 321 *et seq.*).

8. CONTRACT TERMINATION

a) Termination for Convenience

DelDOT may terminate this contract, in whole or in part, at any time by written notice to the Consultant. The Consultant shall be paid its costs, including contract close-out costs, and profit on product delivered up to the time of termination. The Consultant shall promptly submit its termination claim for payment. If the Consultant has any property in its possession belonging to DelDOT, the Consultant will account for the same and dispose of it in the manner DelDOT directs.

b) Termination for Default

If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, DelDOT may terminate this contract for default. Termination shall be affected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined that the Consultant had an excusable reason for not performing, such as a strike, flood, events which are not the fault of or are beyond the control of the Consultant, DelDOT, after setting up a new delivery or performance schedule, may allow the Consultant to continue work, or treat the termination as a termination of convenience.

In the event DelDOT exercises its right of termination for default, and liquidated damages are chargeable pursuant to the Standard Specifications, the Consultant shall be liable to DelDOT for excess costs and, in addition, for liquidated damages in the amount set forth, as fixed, agreed, and liquidated damages for each calendar day of delay, until such time as DelDOT may reasonably obtain delivery or performance of similar supplies or services.

If the contract is so terminated, the Consultant shall continue performance and be liable to DelDOT for such liquidated damages for each calendar day of delay until the supplies are delivered or services performed.

The Consultant shall not be liable for liquidated damages resulting from delays such as acts of God, strikes, fire or flood, and events which are not the fault of, or are beyond the control of the Contractor.

9. CIVIL RIGHTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for

employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq*., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

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

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

(3) The Consultant agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 *et seq.* And 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C., Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1612; and implementing regulations, as may be amended.

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

10. DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of DelDOT that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this contract. Consequently the DBE Requirements of 49 CFR Part 26 apply to this contract. The recipient or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the opportunity to participate in the performance of contracts and subcontracts

financed in whole or in part with Federal funds provided under this contract. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of FTA assisted subcontracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as DelDOT deems appropriate.

The successful bidder agrees to comply with the following clauses:

Prompt Payment: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from DelDOT. This clause applies to both DBE and Non-DBE subcontractors.

Retainage: The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of DelDOT. This clause applies to both DBE and non-DBE subcontractors. The specific goal for this contract is shown above under Disadvantaged Business Enterprise.

11. ENVIRONMENTAL VIOLATIONS

The Consultant agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations: (40 CFR, Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities. The Consultant shall report violations to the FTA.

12. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the Consultant shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, age, sex or disability. The Consultant shall take affirmative action to insure that applicants are employed, and that employees are tested during their employment without regard to their race, creed, religion, color, national origin, age, sex or disability. Such actions shall include, but not be limited to the following, employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay, or other forms of compensation. The Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

13. FTA FUNDING REQUIREMENTS

This project may be financed in part by funds from the Federal Transit Administration. Consultant shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between DelDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

14. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

15. LOBBYING:

The Consultant is required to certify using the Certification of Restrictions on Lobbying Form included that, to the best of his or her knowledge and belief:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

16. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) DelDOT and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to DelDOT, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

(2) The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

18. PROTEST PROCEDURES

Protests based upon the award of the contract shall be made in writing to DelDOT's Contract Services Administrator no later than ten (10) calendar days following the award of the contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The protest will be reviewed and decided pursuant to; the proposal documents issued by DelDOT, the Delaware Code, and the Federal Transit Authority's regulations.

19. RECORD RETENTION

The Consultant agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or grantee makes final payment, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until DelDOT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals,claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

20. SEISMIC SAFETY

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

21. TITLE VI COMPLIANCE

During the performance of any Contract entered into pursuant to these specifications, the Consultant, for itself, its assignees and successor in interest, agrees that it shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d) and the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations Part 21, as they may be amended from time to time which are incorporated by reference and made a part of this contract.

22. INTELLIGENT TRANSPORTATION SYSTEMS

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by Section 5307(c) of SAFETEA-LU, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 *et seq.*, January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

23. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

(a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

(b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

Appendix A - REQUIRED FORMS

The following completed forms are required to be returned with each proposal:

- Certification of Eligibility
- Certificate of Non-Collusion
- Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification of Restrictions on Lobbying

CERTIFICATION OF ELIGIBILITY

Delaware Department of Transportation

Request for Proposal 2221F – Dam Preservation Design Services

We have read Request for Proposal number 2221F and fully understand the intent of the RFP as stated, certify that we have adequate personnel and knowledge to fulfill the requirements thereof, and agree to furnish such services in accordance with the contract documents as indicated should we be awarded the contract.

_____ hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standard Provisions.

_____Signature of the Bidder or Offeror's Authorized Official

_____Name and Title of the Bidder or Offeror's Authorized Official

_____Date

Sworn and subscribed before me this _____ day of _____, 20___

_____ My commission expires: _____ / _____ / 20___

Notary Public Month Day Year

CERTIFICATE OF NON-COLLUSION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting to such prices, with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

_____Signature of the Bidder or Offeror's Authorized Official

_____Name and Title of the Bidder or Offeror's Authorized Official

_____Date

Sworn and subscribed before me this _____ day of _____, 20___

_____ My commission expires: _____ / _____ / 20___
Notary Public Month Day Year

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1) Are NOT presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2) Have NOT within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3) Are NOT presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4) Have NOT within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the primary participant (applicant for an FTA grant or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 *et seq.*, are applicable thereto.

_____Signature of the Bidder or Offeror's Authorized Official

_____Name and Title of the Bidder or Offeror's Authorized Official

_____Date

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The Bidder or Offeror certifies, to the best of its knowledge and belief, that:

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

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)).

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

THE BIDDER OR OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 *ET SEQ.* APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

_____Signature of the Bidder or Offeror's Authorized Official

_____Name and Title of the Bidder or Offeror's Authorized Official

_____Date