

Issued: July 19, 2017

BRT DOWNTOWN STOP FACILITIES DESIGN SERVICES

Deadline for Questions:August 1, 2017 10:00 a.m. central timeResponses to Questions posted www.bjcta.orgAugust 3, 2017; 5:00 p.m. central timeSealed Qualifications Due:August 15, 2017 3:00 p.m. central time

Pre-Proposal Conference: BJCTA will hold a meeting on Friday, July 28, 2017 at 1:30pm central time in the conference room, BJCTA, 2121 Abraham Woods Jr., Blvd, Suite 500, Birmingham, AL 35203. Questions may be submitted in advance of the Pre-Proposal Conference to the Procurement Manager listed below.

BJCTA Procurement Contact

Procurement Manager: Darryl Grayson, <u>dgrayson@bjcta.org</u> All questions must be submitted via email Response to questions will be posted on <u>www.bjcta.org</u>

Parcel Delivery & Hand-Delivery - Physical Address	Mailing Address	
ATTN: PROCUREMENT DEPT.	ATTN: PROCUREMENT DEPT.	
Birmingham Jefferson County Transit Authority	Birmingham Jefferson County Transit Authority	
2121 Abraham Woods Jr., Blvd, Suite 500	2121 Abraham Woods Jr., Blvd, Suite 500	
Birmingham, AL 35203	Birmingham, AL 35203	
The lower left corner of the address label should include: RFQ # 17-13, BRT DOWNTOWN STOP FACILITIES DESIGN SERVICES	The lower left corner of the address label should include: RFQ # 17-13, BRT DOWNTOWN STOP FACILITIES DESIGN SERVICES	

It is important to use the correct address for the delivery of sealed responses to BJCTA solicitations. Proposals delivered to the BJCTA, including via Post Office Box, faxed, emailed, or received after 10:00 a.m. CST, will be considered non-responsive and will be rejected.

Unless written authorization is provided by the BJCTA Procurement Manager, no other official or employee may speak for the BJCTA regarding this solicitation until the award decisions are complete. Any Proposer seeking information, clarification, or interpretations from any other official or employee uses such information at their own risk, and BJCTA is not bound by such information. Following the submittal deadline, and until a contract is fully executed, Proposers shall continue to direct communications to only the BJCTA Procurement Manager identified above.

COMPANY NAME:	PHONE #:
ADDRESS:	_ FAX #:
CITY/STATE/ZIPE CODE:	_ E-MAIL:

Notice is hereby given that the Birmingham-Jefferson County Transit Authority (BJCTA), doing business as "MAX", is seeking statements of qualifications (SOQs)/Proposals from qualified architectural and engineering (A&E) firms (Consultants) to complete design and construction support services that will benefit the public transportation system. This Request for Qualifications (RFQ) anticipates identifying prospective Proposers to award a single contract resulting from this solicitation.

If you have any technical or administrative questions please e-mail them to <u>dgrayson@bjcta.org</u> no later than **August 1, 2017 at 10:00 a.m. (CST)**. BJCTA will provide written responses that will be available on our website no later than **August 3, 2017 at 5:00 p.m. (CST)** as specified on the cover page of this document. Responses to questions and addendum(s) will only be made available at <u>www.bjcta.org</u>.

Proposers shall acknowledge receipt of all addenda in writing by completing **Attachment A**. Failure to acknowledge receipt of an addenda(s), to complete the Proposal, and to return all requirements below by **August 15, 2017 at 3:00 p.m. (CST)** shall be considered non-responsive and rejected by BJCTA.

Send one original and seven (7) copies to:

ATTN: PROCUREMENT DEPT. Birmingham-Jefferson County Transit Authority (BJCTA) 2121 Rev. Abraham Woods Jr. Blvd. – Suite 500 Birmingham, AL 35203

The lower left corner of the address label should include: RFQ # 17-13 BRT DOWNTOWN STOP FACILITIES DESIGN SERVICES

BJCTA reserves the right to reject any or all Proposals and to waive any irregularities or informalities in any Proposal or in the proposal procedure.

Conditional Proposals and any Proposer taking exception to any provision in this RFQ may be considered non-responsive. Proposals may be withdrawn by written request to the BJCTA prior to Proposal due date. No Proposer may withdraw a Proposal to BJCTA for a period of 120 days after the due date.

This RFQ does not commit BJCTA to award a Contract or to pay any cost incurred in preparation of a Proposal. If awarded, the submitted Proposal will be included with the contractual agreement between the successful proposer and BJCTA.

The BJCTA reserves the right to cancel this RFQ and/or to issue a subsequent RFQ.

Protest

FOR COMPLETE PROTEST PROCEDURES:

https://maxtransitwww.bjcta.org/bjcta-procurement-protest-of-procurementedures/

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1. Background

Purpose

The **Birmingham Jefferson County Transit Authority (BJCTA)**, an Alabama public transit authority providing fixed route and demand response to a service area greater than 200 square miles with a demand population base of nearly 400,000 people, is issuing a Request for Qualifications (RFQ) from firms interested in Design Phase and Construction Support Services for the Project described herein. The RFQ outlines a description of the services sought and the required documents to be submit by interested firms. All requested information shall be submitted in the required format by 3:00 pm (local time), Tuesday, August 15, 2017. Any responses received after the deadline will not be considered. For its own best interests, BJCTA reserves the right to accept any Proposal or to reject all Proposals and/or re-advertise.

Birmingham Transit Overview

Transit Program

The **City of Birmingham (City)** is undertaking a series of public transit initiatives aimed at enhancing quality-of-life, drive economic activity, and increase mobility for citizens within the region and visitors to our great city. As such, the **Birmingham Transit Program (Transit Program)** comprises various projects that will achieve these goals over the next decade, creating a high-capacity "world-class" people-moving system that will provide communities with access to educational and employment opportunities, and vital services. Co-sponsors of the Transit Program include, BJCTA and **Federal Transit Administration (FTA)**.

Bus Rapid Transit

The **Bus Rapid Transit (BRT)** Project, one of the projects within the Transit Program, is a high-capacity, public-transit system, that will serve the Birmingham Metropolitan Planning Area and the Birmingham-Hoover Metropolitan Statistical Area. The BRT Project alignment is an approximately ten-mile corridor between the east and west termini located in the Woodlawn and Five Points West Communities respectively, running through downtown Birmingham with connectivity to the new **Intermodal Station**. The downtown segment of the BRT Project corridor, generally on 18th Street North/South and 5th Avenue South, is within the **In-Town Transit Partnership (ITP)** service area, and is referred to as the **BRT-ITP** segment. An overview of the BRT corridor is depicted in Exhibit A. Public benefits of the BRT system are wide-ranging that include; economic competitiveness, improved quality-of-life, safety improvements, and environmental sustainability.

The overall BRT Project scope includes the following components:

A. Bus Transitways (Guideways),

- B. Community Transit Stations and Bus Stops,
- C. Support Facilities,
- D. Sitework & Special Conditions (including passenger access), and
- E. Systems and Technology.

The BRT Project underwent the Project Development phase which included conceptual design and environmental review, and was classified as **Documented Categorical Exclusion (DCE)** by FTA. These reports will be made available to the selected Consultant.

Implementation of the BRT Project will be multi-phased, utilizing various professional services and construction contracts to be delivered under the traditional Design-Bid-Build project delivery method. Final design phase of the BRT Project will commence in thirdquarter 2017 with the objective of having a functioning BRT System prior to the start of the 11th Edition of The World Games in July 2021. The City will leverage the BRT Project developed for the World Games to continue to benefit the citizens and economy of the City. The website address to learn more about the Transit Program and other projects is located at www.birminghamtransitprogram.org.

Specific aspects of the BRT Project are funded by FTA grants on a matched basis with local matched and unmatched funds from the City or BJCTA, depending on who is the grantee. The overall planned budget for the BRT Project is \$42,435,184. Contracts awarded for any portion of the BRT Project will be subject to the terms of the contract between FTA and grantee (i.e. City or BJCTA), and will be required to comply with all provisions of the contract documents, laws, and regulations regarding Equal Employment Opportunity, Disadvantaged Business Enterprise (DBE), Title VI Civil Rights Act of 1964, Debarred Bidders rules, and other provisions required by federal regulations.

Scope of RFQ

The specific Scope of Services for this RFQ is the development phase services necessary to design twelve (12) bus stops (i.e. 6 inbound/outbound locations) and construction support required for the BRT-ITP segment of the BRT Project described above (herein after referred to as "**Project**"). The stop designations and general locations are listed below, with each location having one inbound and one outbound stop:

- ITP1 18th Street North at Morris Avenue
- ITP2 18th Street South at 2nd Avenue South
- ITP3 18th Street South at 5th Avenue South
- **ITP4** 5th Avenue South at 17th Street South
- **ITP5** 5th Avenue South at 14th Street South

ITP6 - 5th Avenue South at 10th Street South

The Project will receive with Federal financial assistance on a twenty-percent (20%) matched basis. BJCTA has established a Project budget of \$1.5 million for the design and construction phases of the Project. Additional Scope of Services detail is provided in Section 5 below.

Program Management Office

Because the Birmingham Transit Program is multifaceted, and interfacing with other City and agencies' plans, projects and strategies; the City engaged **STRADA Professional Services, LLC (STRADA)** to provide Program Management Services, which includes establishing and managing a **Program Management Office (PMO)**. STRADA is also serving as Project Manager/Owner's Representative for the overall BRT Project and Project scope described herein.

STRADA, serving as PMO, is providing oversight and program management to ensure that the City's prime objectives and desired outcomes are achieved. This is being accomplished by ensuring that all projects and resources (direct and contracted) are working optimally towards the common goals of the program, through streamlined processes, reusable work products, and at times consolidating and performing key tasks across multiple projects.

2. Period of Performance

BJCTA wishes to secure a Consultant by October 2017 for the design and construction services of the Project. The design phase period of this contract is estimated to be 6-months, with a construction period estimate of twelve (12) months.

3. Solicitation Objectives

Through this solicitation, BJCTA expects to engage a highly-qualified Consultant to complete this transit Project as needed. The Consultant will be a professional architectural and engineering (A&E) firm with a strong record, and experience in transit engineering and architecture, multimodal transportation planning, and support for public engagement. The selected Consultant will provide services from the time of contract execution through completion of the Project and BJCTA acceptance of all deliverables.

4. Minimum Qualifications

By responding to this RFQ, the Proposer warrants qualifications and has knowledge of engineering and architectural design services as well as construction and public outreach. Therefore, the omission of a work element item in the following Scope of Services Required shall not relieve the Proposer from the duty to perform the work if it is necessary for the successful completion of the Project.

The Consultant's Project Manager and/or Design Lead must be a licensed Professional Engineer or Licensed Professional Architect within the State of Alabama, with current registration. Additionally, all professionals affixing their seal to design plans shall have appropriate, valid and current Alabama State professional licensure.

Minimum qualifications are required for the Consultant firm/team to be eligible to submit an SOQ response. Your submittal must show compliance to these minimum qualifications. Those that are not responsive to these minimum qualifications will be rejected by BJCTA without further consideration.

Personnel and Professional Qualifications

- a) Identify the proposed Project Manager that will serve as the primary point of contact for all assignments performed as part of the Contract. The individual will be required to have comprehensive knowledge of the local government entities and established working relationship, current knowledge of state government agencies and transit projects.
- b) Identify staff members who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Scope of Services.
- c) Include resumes of each such staff member designated above, including name, position, telephone number, email address, education, and years and type of experience. Describe, for each such person, the projects relevant to the services described in the Scope of Services.
- d) Identify the number of persons capable of being assigned to this Project, indicating their locations (i.e. Birmingham or elsewhere) and percent of time available to the Project.
- e) Describe the approach used to provide additional persons if required by the project.

5. Scope of Services

Scope Overview

The specific Scope of Services for this RFQ (i.e. the Project) is the development phase services necessary to design twelve (12) bus stops and construction support required for the ITP Segment described above. The Project will receive with Federal financial assistance on a twenty-percent (20%) matched basis. BJCTA has established a Project budget of \$1.5 million for the design and construction phases of the Project.

The BRT-ITP segment will operate starting along 18th Street between 1st Avenue North and 5th Avenue South, then west along 5th Avenue South to 8th Street South, then south

ending at 6th Avenue South, see conceptual Project Stop Locations in Exhibit B. This approximately 1.5-mile segment will serve six (6) stop locations, both inbound and outbound direction, or twelve (12) Stops, and will provide connectivity of Birmingham's downtown area with the BRT service, which will reduce travel times and improve convenience, resulting in projected ridership increases.

Though design of other BRT components, such as bus running ways, transit signal priority (TSP), signal upgrades, and intelligent transportation system (ITS); are not part of this RFQ, the Consultant is required to deliver compatible designs and/or design coordination with the design development work, to ensure the BRT-ITP stops integrate with the overall BRT system. For example; optimum final stop locations relative to bus running ways, striping, and signage. The Consultant is also required to identify and coordinate with other City and agencies, with assistance provided by the PMO, projects that are not part of the BRT system, but which the Project may impact or be impacted by.

BRT technology is recommended for the preferred alternative. The system will use special rubber-tired vehicles with low-floors and wide doors to allow for easy and quick access for boarding and exiting passengers. The system will operate on its own proposed dedicated 10-12-foot-wide travel lanes, depicted in Exhibit C Typical Bus Lane Section. These lanes will be specially marked and signed as transit only lanes, and general automobile and truck traffic will be restricted from using these lanes. The system will also include transit signal priority (TSP) for transit at BRT-ITP intersections. Vehicles and traffic signals at these locations will be equipped with transponders that let the signal know a transit vehicle is approaching the intersection. The traffic light controller may apply "green extension" or "red truncation" to allow a transit vehicle to proceed through the intersection.

The BRT transit vehicles will also be specially branded to look different from the local bus system so that passengers can easily identify the vehicles as being part of the BRT system. The service along the route will be frequent, about every 15 minutes during the peak rush hours and 20 minutes in the off peak.

Project bus stops will consist of elevated platforms to provide near-level boarding with passenger shelter facilities that include real-time vehicle arrival information, route and area maps, and service schedules. The stops will be branded to identify with the BRT service so that they are easily identified by prospective passengers. Exhibit D shows a typical illustration of a Project Bus Stop. Project features include the following:

- Shelter with lighting designed to serve the expected number of riders and future growth in ridership
- Unique shelter design to project the BRT service image
- Fixed signage including stop identification signs, maps and schedule information
- Real-time information sign with bus arrival information
- Benches or leaning rails
- Bike racks or connections

- Pedestrian-scaled lighting
- Trash receptacles
- Paved accessible pathway connecting to the stop

Other Project Bus Stop infrastructure includes:

- Electrical and communication connections for lighting and electronic passenger information systems
- Electrical wiring or application of solar panels for interior shelter lighting
- Reinforced concrete footings to anchor shelters

The Consultant will be required to provide professional services using technical staff and specialists from its own firm and/or sub-consultants as required, in completing the work under this contract. This scope of services under this contract is intended to cover the development of all necessary design documents and construction plans, technical specifications and detail cost estimates associated with construction and installation of the Project components at each custom designed BRT-ITP Bus Stop. The Consultant will evaluate and design an innovative approach, such as off-site fabrication and assembly and transported to the designated BRT Bus Stops for "place-and-plug" installation on foundations, sidewalks, and extensions/curb bulbs designed under this scope.

Generally, development at each of the stops include but are not limited to, design of sidewalk extensions, ADA ramps, driveways, shelters and amenities, foundations, signage, and utility modifications. There are a variety of BRT passenger amenities to be implemented at each Bus Stop. The Consultant will coordinate with other design and construction work, including design and implementation of Intelligent Transportation System (ITS), traffic signal upgrades, and roadway improvements. The Consultant will work with Utilities and local jurisdictions to locate power sources. Execution of preliminary and final design plans to integrate electrical elements into the civil site plans will also be required.

The Consultant will likely be involved, as requested, in coordination among a wide variety of entities, including BJCTA, the City of Birmingham, utility owners, property owners, and other stakeholder groups that may be affected by any Bus Stop location.

Required Tasks

BJCTA wishes to secure a Consultant for design and construction services of the Project. The Consultant will be fully involved with BJCTA in undertaking the work of this Project as described in this RFQ. Consultant services for this RFQ include project management, preliminary and final design, community outreach support, developing procurement documents for construction, and construction management support services. The following is a description of tasks and activities to be performed, and deliverables to be provided by the Consultant for this Project.

Task 1: Management and Coordination

The intent of this task is to provide overall project management both internally within the Consultant team and externally between the Consultant team and BJCTA, its Owner's Representative and other stakeholders. This task includes regular and ongoing Project Management and Coordination necessary for the successful completion of this Project.

As part of this task, there will be a Project Team kick-off meeting, and weekly and/or monthly coordination meetings/teleconferences to include the Consultant project manager and additional Consultant team members as needed to participate in these regular meetings/calls. These meetings will be held to review the Project progress, budget and cost-to-complete, discuss issues that may arise, and provide any needed direction to the Consultant.

BJCTA will review and approve technical Project parameters including but not limited to study area, design decisions, transportation and operational improvements to be considered as part of Project Development, and review appropriate plans, standards and policies from the Consultant. The Consultant will be responsible for compiling and distributing notes from each meeting, and BJCTA is expected to provide a review of the meeting notes from each meeting.

The Consultant will develop a Project Management Plan (PMP) that will provide a mechanism for integrating and coordinating all elements of this Project and to assure delivery of work products in a timely manner and in accordance with the needs and requirements of BJCTA, while keeping in mind FTA's reporting requirements. The PMP will include key elements such as Project schedule, organization and staffing, design project, project controls, quality assurance/quality control (QA/QC) procedures, risk management, and a communications and conflict resolution plan.

Monthly status reports will be submitted describing the previous month's activities and the planned activities for the next month; identify issues and/or concerns that may affect the Project scope, schedule and/or budget; compare the planned schedule to the work accomplished; and compare actual task expenditures to approved task budgets. Additionally, monthly status reports will accompany all invoices, briefly describing the previous month's activities.

Task 2: Community Outreach Support

Effective involvement of the public and impacted stakeholders is critical to the success of this Project. The fundamental objective of public outreach is to ensure that the concerns and issues of those with a stake in the Project corridor are identified and addressed. The PMO has developed and implemented a Public and Stakeholder Involvement Plan that addresses the specific activities, milestones and schedule for engaging the public and stakeholders in disseminating information, presenting various Project plans, and obtaining feedback.

For this Project, the Consultant is expected to support BJCTA and PMO as needed, in attending targeted workshops with stakeholders for the Project, as well as other public meetings including community open houses and strategic meetings with key stakeholders. The Consultant will be responsible for supporting design workshop(s) including design themes consistent with BRT-ITP system branding, as well as incorporating potential historic, cultural, or other location area significance into stop design.

Task 3: Preliminary Engineering and Design Decisions

This task includes design refinement to develop a 30 percent design that supports the Project. BJCTA will review the design and provide comments and approval, with the next step including final design and implementation upon the completion of this task. Work under this task also includes design decisions and refinement and updates to the existing Conceptual Design Report which will be provided to the Consultant prior to commencing this task. Because of BJCTA's concern about cost effectiveness and minimizing the risk of cost overruns, the Consultant will be expected to continually assess ways to optimize costs and reduce other risks while still maintaining the Project value.

The Project construction is expected to occur within existing rights-of-way owned or controlled by the City of Birmingham. Design deliverables will be reviewed by BJCTA, the PMO, the City of Birmingham, FTA, ALDOT, as well as presented to the public in meetings and workshops noted in this Scope. The Consultant will coordinate with BJCTA and respond to comments through meetings and reviews that will be scheduled and facilitated by BJCTA.

Design review meetings will mostly be conducted at the City's Program Management Office. All review entities will be expected to complete their design reviews within one business week, and the Consultant will be expected to provide their response to comments within two business weeks after receiving all comments. If FTA is involved, they will be asked to provide comments within three business weeks, and the Consultant will have two business weeks after receiving FTA comments to respond.

Prior to the initiation of work in this task, the Consultant will develop a Design Memo for the Project, which includes the following information:

- Design criteria and parameters, list of design references/standards for design components, and building code requirements including but not limited to: civil, structural, architectural, components/amenities and typical dimensions; system concepts for such items as security, ticket vending, and passenger information display.
- Assistance with BRT-ITP branding and identifying stop-area design and architecture, consistent with system branding.

- Design Decisions and process for reaching those decisions, including downtown routing and stop locations.
- Data Gathering and Database Management Plan, including: coordination with separate surveying consultant, procured by the City, as needed to identify site features, right-of-way and utilities; site assessment; and review of and updates to previously-prepared background documents.

Any variances, including street/roadway, sidewalk, and streetscaping/landscaping variances, will need to be identified by the Consultant and will be approved by the respective entity having jurisdiction for the area/segment requiring the variance.

The outcome of this task will include 30 percent design plan sets, and a conceptual design/engineering report including a preliminary construction schedule and cost estimate.

Task 5: Advanced and Final Design

This task will begin upon BJCTA approval to continue with final design. Included are 90 percent and 100 percent (issued for construction) design submittals, including plans and specifications for public bidding, engineer's cost estimate, and probable construction schedule.

Design documents will be reviewed by BJCTA, the PMO, the City of Birmingham, ALDOT, FTA, as well as presented to the public in meetings and workshops noted in this Scope. The Consultant will coordinate through BJCTA with these design review entities and respond to comments through meetings and reviews that will be scheduled and facilitated by BJCTA.

Design review meetings will be conducted at the City's Program Management Office. All review entities will be expected to complete their design reviews within one business week, and the Consultant will be expected to provide their response to comments within two business weeks after receiving all comments. If FTA is involved, they will be asked to provide comments within three business weeks, and the Consultant will have two business weeks after receiving FTA comments to respond.

The Consultant will prepare and submit for review advanced and final design drawings at the 90 percent and 100 percent design stages, respectively. The Consultant team key discipline leads will participate in design reviews with the design review entities at each of these stages. The Consultant will prepare a comment-response memorandum, which addresses design comments and requested changes and the Consultant's response and recommended action for each.

Design components (disciplines) are expected to include (where applicable), but are not limited to:

- Location and dimensions of all existing and proposed buildings, structures, and features of the Project.
- All development of landscape spaces, features and elements, including, without limitation, all walks, roads, recreation areas, parking areas, retaining walls and exterior lighting.
- Existing contours and finished contours; bench marks and other control elements.
- Civil and structural, including sidewalk, roadway, and pavement design.
- Stop area design, including architectural and landscaping.
- Geotechnical analysis and design, including earthwork.
- Utilities (proposed and existing) location and mapping, conflict, and coordination.
- Items of work requiring demolition.
- Mitigation site design and environmental clearances/permits, storm water, and water quality, and noise management (if needed).
- Other systems components, as needed, including security, ticket vending, passenger information display for ITS implementation, and wi-fi.
- Site construction limits with preliminary construction sequencing and staging plans.
- Right-of-ways or easements.
- All existing foundations, obstructions and other physical characteristics of the site which may affect the work and which the Consultant, after exercising reasonable diligence, has discovered.
- Overall elevations and sections through the structure(s).
- Detail drawings showing construction and materials.
- The foundation construction, materials and details with the locations and sizes of all piles, caissons, spread footings, floating slabs, pressure injected footings, as applicable.
- Design soil bearing pressures must be indicated on the foundation plans.
- Typical structural sections showing methods of connection, floor and roof deck selection, and the methods and locations of lateral bracing.

• The locations, types and sizes of electrical service connections, power, lighting and signal distribution systems, electrical fixtures, security devices, and conformance to the applicable Electrical Code(s).

Drawings and specifications must be cross-referenced to ensure that involved parties properly coordinate all technical provisions. Terminology used on the drawings and within the various specification sections must be consistent. All drawing items must be coordinated with the technical specifications. The Consultant must prepare a Probable Construction Schedule in enough detail to substantiate that the Project can be constructed within the BJCTA specified time, and detailed construction cost estimate.

Task 6: Post-Design Services

This task, initiated after BJCTA is approved by FTA to enter the Construction phase, will be for the Consultant to provide bid and construction support services as well as coordination with the PMO and separately contracted Construction Contractor.

Pre-Bid work elements will include construction bid and award support; providing responses to Bidder Requests for Clarification during the Bid Period and assisting BJCTA in issuing addendums. The Consultant will participate, as requested by BJCTA, in a prebid Conference and Bid Evaluation support.

Work efforts after the construction contract award will consist of design services during construction. Anticipated work efforts include: participation in Pre-Construction Conferences, providing reviews of Construction Contractor submittals, providing responses to Construction Contractor Requests for Information (RFI), and coordination as needed with BJCTA and the PMO regarding Contract Change Orders and evaluating cost changes.

All Consultant efforts under this task will occur upon request by BJCTA.

Major Deliverables

Task 1: Management and Coordination

- Project Management Plan
- Kickoff and Ongoing Internal & External Coordination meeting minutes
- Progress Reports
- Coordination Meetings with BJCTA and Other Key Project Stakeholders

Task 2: Community Outreach Support

Stakeholder meetings support, including drawings/posters and facilitation as needed

Task 3: Preliminary Engineering and Design Decisions

- Data Gathering, Site Assessment and Base Mapping
- Design Criteria and Parameters
- 30 percent level Design
- Stop-area design and architecture
- Design reviews and responses to comments

Task 4: Advanced and Final Design

- 90 percent, and 100 percent Issued for Construction design packets
- Design reviews and responses to comments
- Drawings, Specifications and Special Provisions (originals and electronic files)
- Construction Sequencing and Staging Plans, Work Zone Traffic Control Plans
- Design and Materials reports

Task 5: Post-Design Services

- Bid and Award Support
- Design Services During Construction
- Other Agency and Contractor Coordination as Needed

6. Instructions, Procedures and Requirements

This section details BJCTA's instructions and requirements for submitting responses to this RFQ. BJCTA reserves the right in its sole discretion to reject the submittal of any Proposer that fails to comply with the instructions.

- a) Describe Proposer's firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure and any recent or materially significant proposed change in ownership.
- b) Describe any prior engagements in which Proposer's firm or key staff assisted a governmental entity in dealing with strategy, planning, funding, design, construction management, and similar services. Proposer should include all examples of work on similar projects involving the items described in the Scope of Services.

- c) Describe the firm's workload and current capacity to accomplish work for BJCTA.
- d) Describe any issue which would be uniquely relevant in evaluating the experience of Proposer's firm to handle the proposed type of project(s) described in the Scope of Services.
- e) Provide current information on insurance coverage including professional errors and omissions coverage carried by Proposer's firm, including name of insurer and amount of coverage.
- f) Comply with the Proposal Content Requirements

7. Proposal Submittal Requirements

Statements of qualifications/Proposals must include the following information, presented in a clear, comprehensive and concise manner to illustrate the firm's capabilities and technical approach to the planning, design and construction support activities. Proposals must be made on 8.5" x 11" paper in a 12-pt. Arial type face, and no more than twenty-five (25) single-sided pages not including attachments. Supplemental information should be included separately in an appendix and all sections of the Proposal must be tabbed. The format for the Proposal is outlined in the following section. Interested firms must submit one (1) original, seven (7) copies, and an electronic version in Adobe PDF format. For optimum quality, BJCTA requests that electronic files are original-saved PDF copies (i.e. not scanned and save as PDF). If these are not available, please provide the best quality electronic files available.

- 1. **Introduction** (transmittal letter) By signing the introductory letter, the Proposer certifies that the signatory is authorized to bind the Proposer. The Proposal response should include the Proposer's representation and confirmation of the following items:
 - a. A brief statement on the understanding of the scope of the work to be performed;
 - b. That the Proposer meets the applicable licensing requirements to practice in the State of Alabama;
 - c. Representation of no record of substandard work within the last five years;
 - d. Representation of no record of unethical practices within the last five years;
 - e. If awarded the contract, the Proposer acknowledges its responsibilities for the work performed as a part of the entire contract;
 - f. Any other information that the Proposer feels relevant and appropriate;

- g. A signature and title of the authorized person submitting the Proposal.
- 2. Project Goals and Methodology A statement of the goals and objectives of the project team's approach to the project. This information should include a detailed description of the activities and services to be provided by the project team. This also should include a plan and schedule for project phases based on the Scope of Services. This portion shall be specific and detailed enough to illustrate that the project team has the knowledge of the necessary and appropriate tasks required to design and provide construction support of the facilities.
- 3. Statement of Qualifications Include experiences of the project team and assigned personnel of projects similar to the Project. Areas should include matters such as functional planning and programming, design of transit development and bus stop shelter facilities. Your qualifications submittal should include additional information that relates to the selection criteria included in Section 8, as that will be the basis of selection.
- 4. **Project Team and Organization** Describe each team members experience with design and/or administration of Bus Rapid Transit and Transit Facilities funded by FTA, and including the organization structure, schedule by person, as follows:
 - a. An organization chart of the leading individuals assigned to the project by function.
 - b. A project work schedule chronologically outlining the phases, tasks, submissions, meetings, review and approval periods.
 - c. Resumes of key individuals who will work on this Project must be included as attachment to Proposals.

8. Proposals Evaluation and Selection

Evaluation Criteria

The following criteria will be used by the Evaluation Committee to review and rank SOQs/Proposals:

- 1. Firm Capabilities and Experience (20 points)
 - a. Technical Capabilities:
 - i. Firm's capabilities and experience with the design of bus stop facilities and related infrastructure funded by the FTA.

- ii. Firm's capabilities and experience in Project Management and Construction Administration of Transit passenger facilities of similar size and scope.
- iii. Firm's knowledge of; BJCTA, the City of Birmingham and ALDOT standards, guidelines, and requirements, and other applicable standards and design criteria for transit facilities and bus running ways.
- b. Project References: The Proposer should demonstrate experience in the prior delivery of other Bus Transit facilities. Provide a list of three (3) Transit project refences completed in the past five (5) years, arranging the information for each project in a manner that addresses the following:
 - i. Project Description and Contact

This should include the project name, location, overall cost of the facility, and client contact, for design and construction phase and facility operator. Identify the portion of the project that was funded through FTA and the role your firm played in the delivery of the project (e.g. A&E, project/program management, construction management, etc.) and whether your firm was the prime/lead or a sub-consultant.

ii. Project Budget

This should include the original project budget and the final project fees, indicating whether the changes were due to directed scope changes or unforeseen conditions.

iii. Project Schedule

This should include: Pre-Design, Design, and Construction phases. This does not need to be a detailed schedule but should reference the overall duration of each phase.

iv. Project Implementation

This should be a brief account of how the project was delivered, including any challenges and how they were addressed.

- c. Financial conditions and stability of the firm.
- 2. Team Composition and Organization (15 points)

- a. Clearly describe the organization and composition of your team to include the identification of the prime/lead firm, subcontractors, or joint venture partners, if applicable.
- b. Describe the proposed distribution of work. Address how the team is organized to accomplish the Scope of Services.
- c. Identify the office location of each firm and where the work will be accomplished.
- d. Address the team's familiarity with the Birmingham area and the applicable code, zoning, and permit requirements.
- e. Address whether the firms have worked together before on FTA-funded transit facilities and if so, in what capacity. Please provide a list of relevant projects that the firms have worked on as a team including project scope, location, and project cost.
- f. If multiple firms are involved, address how the work will be managed and coordinated to assure that the project requirements are met in an efficient and effective manner.
- g. Describe the processes you use to assure project coordination among the disciplines.
- h. Address the team's experience in Bus Stop Facility Design and Construction/Project management Experience.
- i. Address the team's familiarity and knowledge of City of Birmingham, ALDOT, FTA, and other related design requirements and regulations.

3. Project Approach and Methodology (15 points)

- a. Demonstrated understanding of the Project requirements and potential problem areas. Describe in detail the tasks that will be undertaken to accomplish the work and produce the deliverables identified in the Scope of Services. Provide additional details about the processes that will be used in developing the deliverables and the end-product.
- b. Completeness of Proposal and technical content.
- c. The responsibilities of any subcontracting firms will be clearly noted.
- d. The Proposer must demonstrate a clear approach to the management of the Project including the administration of the budget; the management of

the schedule; the administration of the pre-design, design and construction phases, and the reporting protocol to BJCTA.

e. Provide a statement as to why your firm should be selected for this assignment. Explain what differentiates your firm relative to specialized disciplines.

4. Project Management and Controls (10 points)

- a. Demonstrated capability to perform the work on schedule and within budget.
- b. Past performance on similar projects including control of costs, quality of work, and ability to meet schedules.
- c. Methods used to control costs, prevent delays, and cost overruns.
- d. Quality Control and Assurance Program describe in detail the firm's approach to quality control and assurance and explain how it will apply to this project.
- e. Project Schedule that shows major milestones, deliverable dates and completion dates. The timeline should be shown in weeks following the Notice to Proceed.
- f. The Proposer must clearly demonstrate their understanding and experience of FTA's reporting requirements and grant administration requirements including but not limited to, project progress and financial reporting.

5. <u>Proposed Key Staff Qualifications (25 points)</u>

- a. Identify the principal of your firm that will have total responsibility for managing your team's services under this Project.
- b. Qualifications of the Project Manager, Project Architect, or Project Engineer, and specialized staff in required disciplines in performing related work who will be assigned to this Project.
- c. Quality of relevant experience. Experience working with public agencies/transit authorities, including FTA.
- d. Percentage of the key personnel's time that will be devoted to this Project. Assurances must be given that the personnel proposed will remain available for the duration of this assignment.

- e. Projects and percentage of time the key proposed personnel are presently committed to. Resumes of key individuals who will work on this Project must be included.
- f. Experience of key personnel assigned to this Project in designing, and managing Transit facilities similar in size and scope. For the reference project listed above describe their role in the project delivery or list other projects along with their roles if necessary.
- g. Knowledge of federal and state transit requirements for transit facilities.

6. <u>Disadvantaged Business Enterprise (DBE) (15 points)</u>

- a. Provide the names and addresses of the DBE firms that will participate in the project team. BJCTA's DBE goals are stated in Attachment B below.
- b. Describe the work that the DBE firm will perform.
- c. Provide an estimate of the percentage of work by phase that the DBE firms will perform.
- d. If you cannot meet the DBE goals established for this Project, you must provide evidence of a good faith effort by completing the DBE Unavailable Certification form attached.
- e. If your firm is selected for negotiation, you must provide signed documentation of commitments to use the identified DBE firms and confirmation from the DBE firms prior to entering negotiation.

Selection and Award Process

A multi-agency Evaluation Committee of five (5) members has been established to evaluate Proposals/SOQ's using the above specified criteria. Proposals will be reviewed and scored by the Evaluation Committee. Based on the scores of the Evaluation Committee, those qualified firms with the highest scores will be invited to interviews with BJCTA/Evaluation Committee. The Evaluation Committee will recommend a final rank order of firms and the most highly qualified firm for negotiations. Negotiations will be held with the highest ranked firm. If an agreement cannot be reached with the highest ranked firm, negotiations are formally terminated with that firm. Once negotiations are terminated, that firm is irrevocably out of contention for the contract and will not be brought back in. Negotiations are then conducted with the next highest ranked firm. The process continues until a negotiated agreement is reached that BJCTA considers to be fair and reasonable. The final decision regarding contract award will be made by the BJCTA Board of Directors in an open public meeting.

9. Instructions to Proposers

Article I. Instructions

1.1 Proposer Responsibility to Provide Full Response

It is the Proposer's responsibility to provide a full and complete response that does not require interpretation or clarification by BJCTA. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflects the Proposer's offering. During scoring and evaluation (prior to interviews, if any), BJCTA will rely upon the submitted materials and shall not accept materials from the Proposer after the RFQ deadline; this does not limit BJCTA's right to consider additional information (such as references that are not provided by the Proposer but are known to BJCTA, or past City experience with the Proposer), or to seek clarifications as needed.

1.2 **No Guaranteed Utilization**

BJCTA does not guarantee utilization of this proposal. The solicitation may provide estimates of utilization; such information is for Proposer convenience and not a usage guarantee. BJCTA reserves the right to multiple or partial awards, and/or to order work based on BJCTA's needs. BJCTA may turn to other appropriate contract sources or supplemental contracts, to obtain these same or similar services. BJCTA may re-solicit for any questions about the scope that should be named within the solicitation, during the Question and Answer period. Use of such supplemental contracts does not limit the right of BJCTA to terminate existing contracts for convenience or cause.

1.3 Expansion Clause

Note that the contract will strictly limit the expansion of scope and addition of new work not expressly provided for within the RFQ Scope of Services. The Proposers are to bring forward.

1.4 Right to Award to Next Ranked Proposer

If a contract is executed because of this solicitation process and is terminated within 90-days, BJCTA reserves the option to return to the solicitation process to award the contract to the next highest ranked responsive Proposer by mutual agreement with such Proposer. Any new award may also be allowed this right.

1.5 Background Checks

BJCTA may require background/criminal checks during the course of a contractual agreement. BJCTA does not intend to request such background checks unless declare essential and in the opinion of BJCTA.

1.6 **Negotiations**

BJCTA may open discussions with the apparent successful Proposer, to negotiate costs and modifications to the proposal or the contract, to align the proposal or contract to meet BJCTA's needs within the scope sought by the solicitation.

1.7 Effective Dates of Offer

Solicitation responses are valid until BJCTA completes award. Should any Proposer object to this condition, the Proposer must object prior to the Q&A deadline on page 1.

1.8 **Cost of Preparing Proposals**

BJCTA will not be liable for any costs incurred by the Proposer to prepare, submit and present proposals, interviews and/or demonstrations.

1.9 **Readability**

Proposers are advised that BJCTA's ability to evaluate proposals depends on the Proposer's submittal document, including organization, level of detail, comprehensive material and readability.

1.10 Changes or Corrections to Proposal Submittal

Prior to the submittal closing date and time, a Proposer may change its proposal, if initialed and dated by the Proposer. No changes are allowed after the closing date and time.

1.11 Errors in Proposals

Proposers are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Proposer's obligations to BJCTA.

1.12 Withdrawal of Submissions

A submittal may be withdrawn by written request of the Proposer, prior to the closing date and time. After the closing date and time, the submittal may be withdrawn only with permission by BJCTA.

1.13 **Rejection of Submissions**

BJCTA reserves the right to reject any or all submissions with no penalty. BJCTA also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

1.14 Incorporation of RFQ and Proposal in Contract

This RFQ and the Proposer's response, including all promises, warranties, commitments, and representations made in the successful proposal as accepted by BJCTA, shall be binding and incorporated by reference in BJCTA's contract with the Proposer.

1.15 Independent Contractor

The Proposer works as an independent contractor. BJCTA will provide appropriate contract management, but that does not constitute a supervisory relationship to the Proposer. Proposer workers are prohibited from supervising BJCTA employees or from direct supervision by a BJCTA employee. Prohibited supervision tasks include conducting a BJCTA Employee Performance Evaluation, preparing and/or approving a BJCTA timesheet, administering employee discipline, and similar supervisory actions. BJCTA may not provide space in City offices for performance of this work. Proposers will be expected to perform most work from their own office space or the field. The Proposer shall at its own expense furnish all labor, supplies, equipment and machinery necessary to fulfill the Scope of Services.

1.16 **Requesting Disclosure of Public Records**

BJCTA asks interested parties to not request public disclosure of proposal records until a contract is executed. This measure should shelter the solicitation process, particularly during the evaluation and selection process or if a cancellation occurs or re-solicitation. With this preference stated, BJCTA will continue to respond to all requests for disclosure of public records as required by State Law.

1.17 Personnel

The Proposer shall represent that it has, or will secure at its own expense, all personnel required in performing this RFQ. Such personnel shall not be employees of or have any contractual relationship with the BJCTA. All the services required hereunder will be performed by or on behalf of the Proposer. All personnel engaged in performing this RFQ shall be fully qualified and shall be authorized, if applicable, under state and local law to perform such services. All personnel should be hired in compliance with Alabama's law on illegal immigration, Alabama Act 2011-535, as amended.

1.18 Tax Exempt

The Proposer recognizes that the BJCTA is exempt from the payment of Federal, State, and local taxes. The BJCTA will furnish a Proposer with the necessary taxexempt certificates.

1.19 Familiarity

The submission of an RFQ shall constitute an acknowledgement that the Proposer has thoroughly examined and is familiar with the RFQ in every detail, agrees with all the conditions.

1.20 Inspection

All supplies, equipment, and machinery furnished in performance of the Scope of Services shall be subject to inspection at any time by the BJCTA.

1.21 Indemnification

The Proposer shall expressly agree and covenant that it will defend, hold and save harmless, and indemnify the officers, directors, servants, agents, and employees of the BJCTA from liability of any nature or kind in connection with the work to be performed under the Contract, whether arising out of any act or omission of the Proposer or any employee, agent, or independent contractor of the Contractor.

1.22 Insurance

The Proposer shall maintain insurance during the performance of the Contract from one or more insurance companies licensed in the State of Alabama to provide the following forms of insurance, said insurance companies to be reasonably satisfactory to the BJCTA. Upon the execution of a Contract, the Proposer shall furnish the BJCTA with certificates of insurance showing that the BJCTA has been listed as an additional insured. All insurance is to remain in full force and effect until all work under the Contract has been satisfactorily completed and accepted by the BJCTA.

- a. Workers' Compensation
 - i. Employers' Liability
 - ii. All States Endorsement

\$500,000 Statutory Statutory

- iii. Voluntary Compensationb. Public Liability and Property Damage
 - i. \$100,000 for bodily injuries to or death of one person in any one occurrence.
 - ii. \$500,000 for bodily injuries to or death of two or more persons in any one occurrence.
 - iii. \$100,000 for damage to or destruction of property in any one occurrence.
- c. Errors and Omissions Insurance

1.23 **Documentation of Project Costs**

All costs charged to the project, including any approved services contributed by the BJCTA or others shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

1.24 Audit and Inspection

The Proposer shall permit the Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Contract, and to audit the books, records, and accounts pertaining to such Contract.

1.25 Immigration

The Proposer agrees to comply with Alabama Act 2011-535, as amended, the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

1.26 **Restriction on Disclosure and Use of Data**

The Authority shall provide all reasonable precautions to ensure that proprietary, technical and pricing information remains within the review process. Proposers shall attach to any proprietary data submitted with the solicitation the following legend:

- a) "This data furnished pursuant to this RFQ shall not be disclosed outside the Authority, be duplicated, or used in whole or in part, for any purpose other than to evaluate the offer; provided that, if a contract is awarded based on that offer, the Authority shall have the right to duplicate, use, and disclose this data, in any manner and for any purpose whatsoever.
- b) This information does not limit the Authority's right to use information contained in this data if it is or has been obtained by the Authority from another independent legitimate source.
- c) Except for the foregoing limitation, the Authority may duplicate, use, and disclose in any manner and for any purpose whatsoever and have others so do, all data furnished in response to this solicitation."

1.27 **Award**

Authority will make a single award resulting from this solicitation.

1.28 Third Party Contracting Guidance

This document is intended to be, and shall be interpreted to be, consistent with FTA Circular 4220.1F, Third Party Contracting Guidance.

1.29 **Best Practices Procurement Manual** This document is intended to be, and shall be interpreted

This document is intended to be, and shall be interpreted to be, consistent with the <u>Best Practices Procurement Manual</u> published by the FTA.

1.30 DAVIS-BACON AND COPELAND ANTI-KICKBACK ACT REQUIREMENTS

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

contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed. without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will

approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(2) **Withholding** - The BJCTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the BJCTA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name,

address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the BJCTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(5) **Compliance with Copeland Act requirements** - The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

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

(10) **Certification of eligibility** - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

10. ATTACHMENTS

Attachment A – Acknowledgement of Addenda

The undersigned acknowledges receipt of the following addenda to the Request for Proposal Number RFQ #17-13

Addendum No.	Dated	
Addendum No.	Dated	
Addendum No.	Dated	
Addendum No.	Dated	

Company

Authorized Signature

Printed Name of Signer

Title of Signer

Date

Attachment B – DBE Letter of Intent

The BJCTA has an overall DBE goal of 10.5 percent. Our solicitations have DBE goals as per the evaluation criteria. We will continue to use and support race-neutral means of facilitating DBE participation to meet our overall goal.

Name of proposer/bidder/offeror's firm:

Address:		
	State:	
Name of DBE firm:		
Address:		
	State:	
Telephone:		
Description of work to be pe	erformed by DBE firm:	
	itted to utilizing the before mentione nated dollar value of this work is \$	
Affirmation:		

The before mentioned DBE firm confirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By ____

(Signature)

(Title)

If the proposer/bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DBE UNAVAILABLE CERTIFICATION

The undersigned Proposer submits to the Birmingham-Jefferson County Transit Authority (BJCTA) certifies that, on _____, ___, 20____, a representative contacted the following Disadvantaged Business Enterprise ("DBE") to obtain a Proposal for the following work items.

DBE	Work Items Sought	Form of Proposal Sought (i.e., unit price, materials & labor, labor only, etc.

Said DBE was unavailable for work on this project, or unable to prepare a Proposal for the following reason:

Company

Authorized Signature

Printed Name of Signer

Title of Signer

Date

The foregoing statement is a true and correct account of why the undersigned DBE did not prepare a Proposal on this project.

Disadvantaged Business Enterprise

Authorized Signature

Printed Name of Signer

Title of Signer

Date

Attachment C – Conflict of Interest Statement

Proposer certifies that no BJCTA employee, or family members will receive a benefit from these payments, except as disclosed below BJCTA. Failure to disclose this information may result in the elimination of your Proposal from consideration.

Proposers shall provide a list of all entities/individual(s) with which it has relationships that create, or would appear to create, a conflict of interest with the work expressed in this RFQ. The list should indicate the name of the entity/individual, the relationship to the Proposer, and a discussion of the conflict.

Prior to awarding an agreement, this RFQ and subsequent RFQ will be decided upon by the BJCTA Board of Directors. Also, provide a description of relationships with any board member that would create, or would appear to create, a conflict of interest.

The undersigned Proposer discloses the following actual or potential, direct or indirect conflicts of interest:

Company

Authorized Signature

Printed Name of Signer

Title of Signer

Date

Attachment D – Proposer Registration Form

RFQ Number: <u>17-13</u>
RFQ Description: BRT DOWNTOWN STOP FACILITIES DESIGN SERVICES
Company Name/Vendor:
Address:
City / State / ZIP:
Contact Person:
Title:
Office Number:
Fax Number:
Cell Number:
Email Address:
UNS:

Proposals <u>WILL NOT</u> be honored without a valid DUNS number registered with www.SAM.gov

Send to:

Darryl Grayson, Procurement Manager Birmingham-Jefferson County Transit Authority 2121 Rev. Abraham Woods Jr. Blvd. – Suite 500 Birmingham, Alabama 35203 Direct: (205) 521-0144 Fax: (205) 252-7633 Email: dgrayson@bjcta.org



Federal Clauses (separate document[s])

The following clause(s) is(are) provided as separate document(s) as part of this solicitation package:

1. FEDERAL CLAUSES & CERTIFICATIONS, Professional Services / A&E

11. EXHIBITS

Exhibit A – BRT Corridor Overview

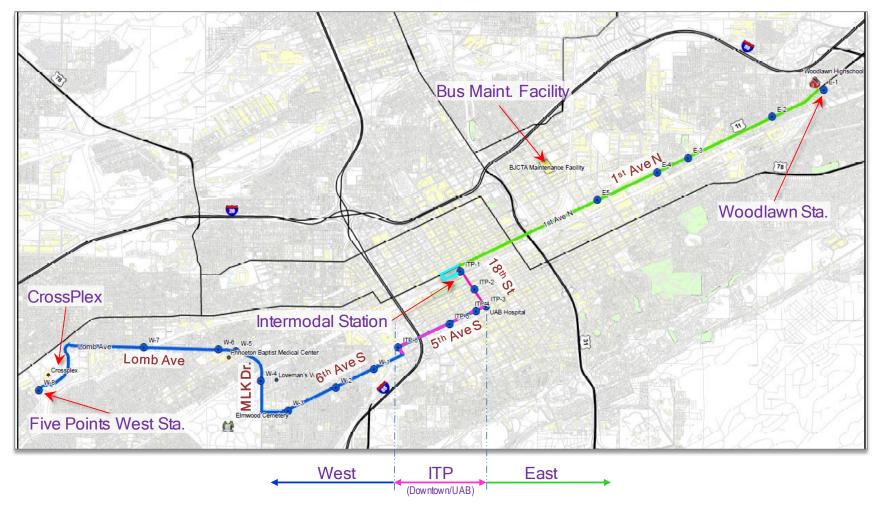


Exhibit B – Project Stop Locations

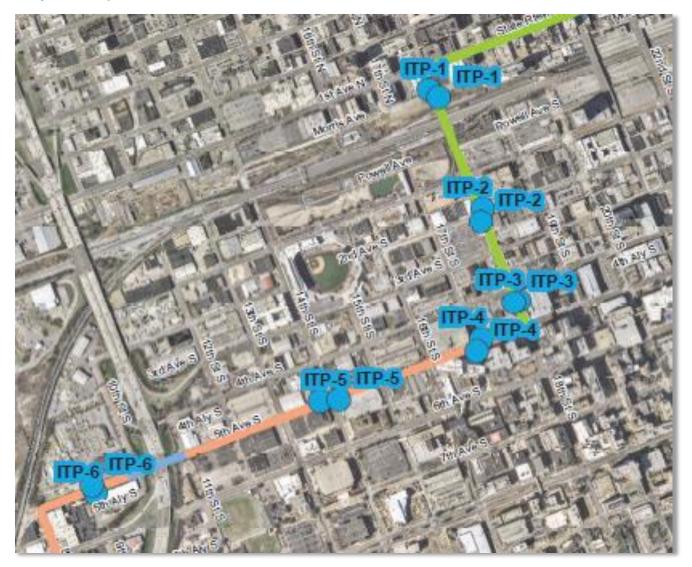


Exhibit C – Typical Bus Lane Section

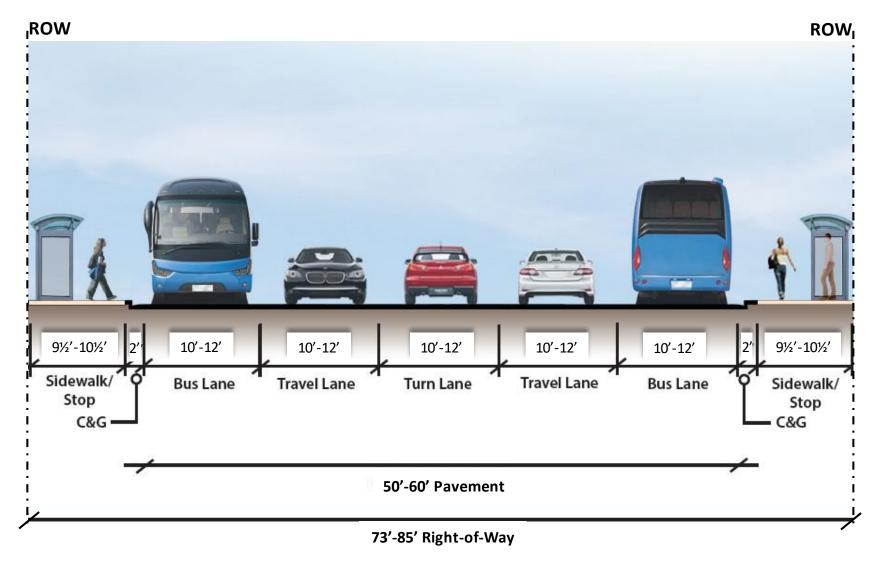
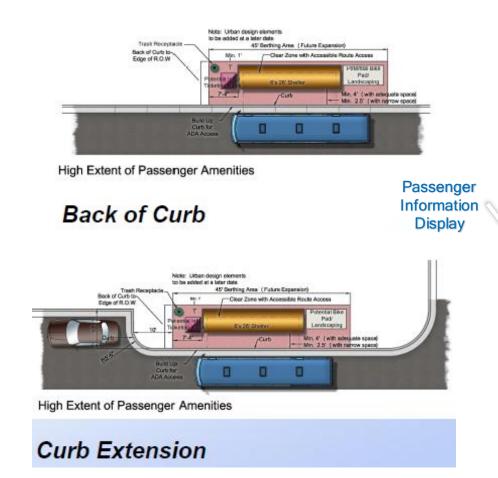


Exhibit D – Typical Bus Stop Shelter







FEDERAL CLAUSES & CERTIFICATIONS

Professional Services / A&E

Birmingham-Jefferson County Transit Authority 2121 Reverend Abraham Woods Jr. Blvd Suite 500 Birmingham, Alabama 35235 (205)521-0161

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

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

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO

contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties

Applicability - All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a

strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from

contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contact or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

Applicability - All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):

(1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and

2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c)

Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and

(5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities:

Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (\$3,000 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to:

(a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e)
Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but
(2) Do not include: (a) Financial reports,

(b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and
(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties,

2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552,

(2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or

(4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, 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 this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municicpal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after the recipient and contractors within 30 days after retainage payments to those subcontractors within 30 days after retainage payments to those subcontractors within 30 days after retainage payments to those subcontractors within 30 days after retainage payments to those subcontractors within 30 days after retainage payments to those subcontractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of

the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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 contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors 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 the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated 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 contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by MAP-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC. **Federal Certifications**

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I,		, hereby certify
	(Name and title of official)	
On behalf of		that:

(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants 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 undersigned 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. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name	
Type or print name	
Signature of authorized representative	Date//
Signature of notary and SEAL	

<u>Instructions for Certification</u>: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) 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,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is 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 listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a 2.d above, it will promptly provide that information to FTA,

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date ___/___/

Name and Title of Contractor's Authorized Official