



Issued: January 13, 2020

## REQUEST FOR QUALIFICATIONS

RFQ # 20-05

### PROFESSIONAL CONSULTING SERVICES

#### PRE-BID CONFERENCE

January 17, 2020; 11:00 a.m. CST

#### Deadline for Questions:

January 22, 2020; 4:00 p.m. CST

#### Responses to Questions

posted [www.maxtransit.org](http://www.maxtransit.org)

January 29, 2020; 10:00 a.m. CST

#### Sealed Qualifications Due:

February 12, 2020; 10:00 a.m. CST

**Pre-Bid Conference: FRIDAY January 17, 2020 11:00 a.m. - 1801 Morris Avenue 2<sup>nd</sup> FL  
Birmingham, AL 35203**

#### BJCTA Procurement Contact

Procurement Manager: Darryl R. Grayson, [dgrayson@bjcta.org](mailto:dgrayson@bjcta.org) All questions must be submitted via email  
Response to questions will be posted on [www.maxtransit.org](http://www.maxtransit.org)

Parcel Delivery & Hand-Delivery - Physical Address	Mailing Address
ATTN: PROCUREMENT DEPT. Birmingham Jefferson County Transit Authority 1801 Morris Avenue 2nd Floor Birmingham, AL 35203  The lower left corner of the address label should include: <b>RFQ # 20-05 PROFESSIONAL CONSULTING SERVICES</b>	ATTN: PROCUREMENT DEPT. Birmingham Jefferson County Transit Authority 1801 Morris Avenue 2nd Floor Birmingham, AL 35203  The lower left corner of the address label should include: <b>RFQ # 20-05 PROFESSIONAL CONSULTING SERVICES</b>

It is important to use the correct address for the delivery of sealed responses to BJCTA solicitations. Proposals delivered to the BJCTA 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 Director, 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 Director identified above.

COMPANY NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX #: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

DUNS # \_\_\_\_\_ (Required)

## CONFIRMATION OF RECEIPT

**Please complete this form and return it to the BJCTA Procurement Department as soon as possible.** Email: [dgrayson@bjcta.org](mailto:dgrayson@bjcta.org) **ATTN: Darryl Grayson, RFQ #20-05**

This form is to verify that the Request for Qualification (RFQ) issued by Birmingham Jefferson County Transit Authority (BJCTA) has been received and the Proposer anticipates submitting a Proposal.

**If an addendum is issued, the Proposer will document receipt of the addendum(s) from BJCTA [www.maxtransit.org](http://www.maxtransit.org)**

### PROPOSAL FOR: **PROFESSIONAL CONSULTANT SERVICES**

COMPANY NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX #: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

Disadvantaged Business Enterprise (DBEs) Vendor? YES or NO (Please circle one)

#### **PLEASE CIRCLE: YES OR NO BELOW:**

All copies are clear and free from obstruction? YES or NO

Request for Qualification (Cover Sheet) was attached to the Proposal Form? YES or NO

Will you be submitting a Proposal for this product/service? YES or NO  
**(IF NO PLEASE PROVIDE REASON IN THE COMMENTS SECTION)**

COMMENTS:

CERTIFIED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(PROPOSER)

PRINTED NAME: \_\_\_\_\_

## NOTICE TO PROPOSERS:

Notice is hereby given that the Birmingham-Jefferson County Transit Authority (BJCTA), doing business as "MAX" is seeking statements of qualifications from engineering and consulting firms to complete programmatic, independent and on-call services to support the public transportation system. This Request for Qualifications (RFQ) anticipates identifying prospective future Proposers to award a single contract per consulting track resulting from this solicitation.

If you have any technical or administrative questions please e-mail them to [dgrayson@bjcta.org](mailto:dgrayson@bjcta.org) no later than **January 22, 2020 at 4:00 p.m. (CST)**. BJCTA will provide written responses will be available on our website no later than **January 29, 2020 at 4:00 p.m. (CST)** also as specified on the cover page of this document. Responses to questions and addendum(s) will only be made available [www.maxtransit.org](http://www.maxtransit.org).

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 **February 12, 2020 at 10:00 a.m. (CST)** shall be considered non-responsive and rejected by BJCTA.

Send one original, four copies and one electronic drive to:

ATTN: PROCUREMENT DEPT.  
Birmingham-Jefferson County Transit Authority (BJCTA)  
1801 Morris Avenue 2<sup>nd</sup> Floor  
Birmingham, AL 35203

The lower left corner of the address label should include:

**RFQ # 20-05 MANAGEMENT CONSULTING SERVICES**  
**[Company Name and Number]**

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 will 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 reparation 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 the RFQ or to issue a subsequent RFQ.

Below is the link to BJCTA website detailing the BJCTA bid protest policy. FTA Circular 4220.1F will be provided by the Procurement Officer or Procurement Manager upon bidder request.

## FOR COMPLETE PROTEST PROCEDURES:

<https://www.maxtransit.org/protest-of-procurement/>



Frank T. Martin  
Executive Director

Theodore Smith  
Board Chairman

BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY  
1801 Morris Avenue – 2<sup>nd</sup> Floor  
Post Office Box 10212  
Birmingham, AL 35202  
(205) 521-0101  
[www.maxtransit.org](http://www.maxtransit.org)

## **PRUPOSE AND BACKGROUND**

The Birmingham-Jefferson County Transit Authority (BJCTA) dba MAX, is the public transit entity serving the Birmingham-and Jefferson County metropolitan area. Created in 1972, The BJCTA provides fixed route bus, complementary paratransit service, and micro transit service, branded as **Max Direct**. The system operates in a 152 square mile service area serving a population approximately 443,000 people using 70 buses on 21 routes serving the municipalities of the city of Birmingham, Bessemer, Homewood, Hoover, Mountain Brook, Center Point, Vestavia Hills, Tarrant, Adamsville, Forestdale, Fairfield, Brighton, Lipscomb and Midfield. The city of Mountain Brook is the first municipality in the metropolitan region that has incorporated **Max Direct** as part of their service agreement. These participating municipalities make up the jurisdictions that provide the funding for the MAX system. In addition, Jefferson County provides supplemental funding for some of the municipalities served by MAX. Annual fixed route service ridership on MAX is approximately 3.0 million unlinked passenger trips. Average weekday ridership/unlinked trips are 10,000, and Saturday ridership/unlinked trips are 4,800. The allocations for funding the BJCTA system are determined by the service needs of each municipality and are subject to adjustment on an annual basis. Complementary Paratransit service provides on average 10,000 scheduled paratransit trips per month.

MAX's mission statement is to provide safe, reliable, and excellent transit service that contributes to the region's economy, vitality, and sustainability. As part of this mission statement, MAX 's vision is to be best in class in the provision of mobility services.

MAX leadership has implemented an aggressive outreach program in which leadership is engaging community stakeholders and customers as part of the ongoing process of rebuilding the system and fulfilling its mission and vision. MAX leadership engages the community in determining what mix of services will best meet the needs of riders and the region as MAX prepares for the future. Community meetings are held at locations throughout the MAX service area.

Having a comprehensive outreach program is particularly important as the City of Birmingham in coordination with the BJCTA, will build the State of Alabama's first bus rapid transit system, (BRT) called the Birmingham Xpress (bx). The Birmingham Xpress is scheduled to begin operations in early 2022.

## 1. Purpose and Background.

The Birmingham-Jefferson County Transit Authority (BJCTA or the Authority) is a regional transportation authority charged with planning, financing, constructing and operating public facilities and service within Birmingham and Jefferson County surrounding municipalities and parts of unincorporated parts of Jefferson County. The Authority provides local and express bus services to the cities of Birmingham, Tarrant, Mountain. Brook, Vestavia Hills, Hoover, Fairfield, Lipscomb, Midfield, Homewood, Adamsville, Brighton and Bessemer. BJCTA has approximately 300 employees and a fleet of approximately 70 Fixed Route buses, 40 Paratransit/Cutaways and 32 staff and support vehicles.

BJCTA seeks to award a contract(s) to one or more consulting firms to provide expertise and consulting resources on an as-needed basis for Management Consulting Services. Consulting services may be sought by BJCTA in accordance with the Statement of Work (“SOW”) areas numbered one (1) through five (5) below (“Services”) for expertise in areas such as strategic planning, performance management, business process optimization, customer experience, and other areas. For this reason, BJCTA seeks to create a pool of firms with expertise in a broad range of industry sectors and areas of expertise.

**Firms may propose for consulting work in all or a select number of these areas, which include:**

<b>Consulting Track 1</b>	Transit Operations Planning, Comprehensive Operations Analysis (COA) and Transit Development Plan (TDP)
<b>Consulting Track 2</b>	Architectural and Engineering Transit Operations and Maintenance Facilities Design and Construction Management Services
<b>Consulting Track 3</b>	Bus Rapid Transit Safety Security Program Planning, Ridership Forecasting and Operations Plan

## 2. Scope Overview

Under the direction of BJCTA the Consultant(s) may be called on to perform any combination of the tasks listed above within each specified service area in which they are awarded a Task Order. For each identified project, BJCTA will provide the general scope of work. Consistent with the proposal submission and this solicitation, the successful proposer will develop and negotiate the specific scope of work, budget, deliverables and schedule. These details shall be agreed upon in writing by the successful proposer and the BJCTA and will be memorialized by individual Task Orders for each separate project. The Consultant will likely work with BJCTA staff as an integrated part of a team to advise the BJCTA on industry best practices; develop and implement tools and approaches to facilitate the review, prioritization and selection of agency projects/activities that have the most Return On Investment (ROI); lead BJCTA through the implementation steps required to improve business practices related to people, process, budget, finance, and systems; and develop and implement strategies in the areas of organizational planning, business process re-engineering, communication, workforce transition, information technology, financial administration, training, and management. Given the breadth of activities critical to BJCTA’s mission, many different areas of a consulting firm’s expertise may be utilized by BJCTA.

## 3. Period of Performance.

BJCTA intends to execute the contract early by the end of the first quarter of 2020, and the selected firms will be under contract for two years with renewal option years.

## 4. Solicitation Objectives.

Through this solicitation, BJCTA expects to identify highly qualified teams of accessible engineers and consultant firms to complete transit projects as needed. BJCTA anticipates issuing a Request for Qualifications to hire an engineering and consultant firm/team with a strong record, and experience in transit engineering and architecture, multimodal transportation planning, and public engagement. Minimum qualifications are required for the consultant firm/team to be eligible to submit an RFQ response. Your submittal must show compliance to these minimum qualifications. Those that are not responsive to these minimum qualifications shall be rejected by BJCTA without further consideration:

### **Personnel and Professional Qualifications:**

- a) Identify the proposed Program 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 programs.
- 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 or curriculum vitae 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 program, indicating the number working in Birmingham and Alabama and the number working elsewhere.
- e) Describe the approach used to provide additional persons if required by the program

## 5. Award Criteria Explanation and Points.

### **Section 1 – Introduction and Submittals (Not Scored): Letter of introduction to include:**

- A statement of the type of firm, partnership or other teaming arrangement and members. A list and description of ownership, office location, and principal office where the majority of the Authority's work will be performed with contact information.

### **Section 2 – Qualifications of the Firm and/or Team (45 Total Maximum Points)**

- At a minimum, discuss the experience, qualifications and skills of all key personnel. Identify the roles and responsibilities specific to the work to be performed for each key personnel, including an organization chart.
- For each key personnel and proposed team member please include:
  - Relevant background experience and qualifications
  - Describe the role and or/responsibilities proposed to be provided by the team member(s)
  - Resumes of key personnel

### **Section 3 – Experience and References (30 Total Maximum Points)**

Relevant and direct experience in providing the services as described in the solicitation. Identify the number of projects in the last 5 years with a minimum of 5 projects. Provide the

business name, contact name, phone number and email address for each reference.

**Section 4 – Project Approach and Methodology to Services (15 Total Maximum Points)**

- Provide a narrative of the firm's overall approach and methodology to provide the services as outlined in the Scope of Work

**Section 5– Current and Projected Workload of Firm (10 Total Maximum Points)**

- Provide quantitative data that clearly indicates the ability of the firm to devote the necessary resources to successfully complete the services in a timely manner.

**Section 6 – Exceptions (No Points)**

- Exceptions to, or variances from, any portion of the solicitation, including the Statement of Work, contract terms and conditions, etc., will not be considered

**Minimum Qualifications:** To participate in this procurement, Proponents must

satisfy the minimum qualifications required by this Request for Qualification (RFQ). Where the Proponent is a partnership, joint venture arrangement, limited liability company, limited liability partnership or other multiple entity organization, the entity that holds a majority ownership interest in the Proponent (i.e., over 50% ownership) must meet the minimum requirements set forth in this RFQ. Additionally, prior to execution of the Contract, the successful Proponent will be required to demonstrate that it is duly authorized to conduct business in the state of Alabama.

**Qualification Based Selection (QBS)- Proposal Evaluation and Multiple Awards:**

The evaluation selection process will be conducted thru a qualifications-based selection (QBS) method. The most appropriate firm(s) will be selected based on qualifications such as knowledge, skill, experience, and other project-specific factors, rather than on fees.

- Upon receipt and review of the Proposals, BJCTA shall determine which Proponents are responsive and responsible. BJCTA will notify each Proponent in writing of BJCTA's determination. After the Proposal deadline, BJCTA Evaluation Committee will evaluate each responsive Proposal in accordance with the evaluation criteria described in this RFP. If BJCTA elects to award this RFP, BJCTA will award the same to the most responsive and responsible Proponent(s) that submits a Proposal that is in the best interest of BJCTA. Proponents may be required to make an oral presentation to the Evaluation Committee at any stage of the selection and evaluation process.

**Evaluation of Proposals and Selection Procedure**

- (a) The Authority's Contracting Officer will appoint an Evaluation Committee to evaluate and score the proposals.

1. The initial ranking will be made on the basis of scoring on the criteria listed above for each firm submitting a response that has been determined responsive to the requirements of the Request for Proposal.
2. Based on the initial scores, the Authority may short list up to three (3) firms for further consideration.
3. If short listed, those firms may be interviewed by the Evaluation Committee using the following criteria: management and team approach, project experience, methods used to plan and administer projects and any other criteria with the objective of finding the most qualified firms.
4. After the final evaluations, the Authority may award contracts to up to three (3) firms.

- (b) The Authority reserves the right to investigate the qualifications of all offerors under consideration; to confirm any part of the information furnished by an offeror; and/or to require other evidence of managerial, financial, or technical capabilities that are considered



necessary for the successful performance of work under a resulting contract.

## 6. Scope of Service Consult Categories

### **Consulting Track 1:**

#### **Transit Operations Planning, Comprehensive Operations Analysis (COA) and Transit Development Plan (TDP)**

BJCTA, in coordination with the City of Birmingham and surrounding municipalities, aims to conduct a comprehensive plan for transit in Birmingham and surrounding municipalities. Also, this focus is to implement public engagement and provide framework for the future growth of transit in the region. The recommendations aim to:

- Improve access to opportunity for those with limited auto availability
- Expand the range of competitive travel options for all Birmingham and surrounding municipalities
- Simplify and integrate various means of transportation to develop a seamless, connected system to provide Birmingham and surrounding municipalities
- with the maximum travel flexibility
- Prioritize major transit investments in transit-supportive areas
- Significantly increase ridership, especially in target markets

The Comprehensive Operational Analysis (COA) will be a first step in implementing and identifying changes that can be made to simplify and improve service with existing resources. The COA will also identify priorities for service expansion over the next 5 years, breaking up those service improvements into several phases. Other goals of the COA include several short-term priorities identified including:

- Identification of locations for new community transit centers to facilitate connections outside of downtown
- Creation of a frequent transit network, including a plan for expansion of this network as additional funding becomes available
- A set of recommendations for reconfiguring transit service in downtown Birmingham
- Identification of potential demand response zones addressing the first/last mile issue.

#### Tasks

1. Project Management and Coordination
  - a. Establish a single project lead to coordinate COA activities and manage project schedule
  - b. Provide a project management plan including an outline of responsibilities for both the consultant team and BJCTA staff
  - c. Produce a project schedule with key milestones and deliverables
  - d. Conduct bi-weekly status update meetings/conference calls
  - e. Develop and maintain an action item list with status of key elements, including
  - f. identification of ownership for each task



**Task 1 Deliverables: Project Management Plan, Project Schedule, Action Item List**

2. Public Involvement

- a. Develop a public involvement plan that leverages outreach performed during the planning process. This plan should:
  - i. Ensure involvement of existing transit users while also reaching those not currently using transit
  - ii. Reach all demographic groups including students, minority groups, transportation disadvantaged, senior citizens, and the disabled community
  - iii. Utilize existing data available from outreach, identify gaps in that data, and gather additional feedback to fill those gaps
  - iv. Ensure that all public comments are addressed, documented, organized, and synthesized
  - v. Use maps and graphics to clearly communicate changes in the bus network and the impacts of those changes.
- b. Develop a project website with basic project information, interim reports, graphics and maps helping to educate and inform the public.
  - i. Upon completion of the Final Network Plan (Task 4), produce before-and-after maps of the entire network, clearly showing changes and highlighting frequent services. Also produce maps displaying changes in access by transit/walking for neighborhoods throughout the city (identified in coordination with BJCTA staff).
- c. Lead an initial public meeting explaining the project, introducing key concepts, and soliciting public input. This meeting should have an interactive/workshop component, helping attendees understand the project and exploring the potential benefits of a redesigned transit network.
- d. Conduct additional public meetings throughout the process as needed to meet the goals of the public involvement plan.
- e. Provide support for BJCTA staff to effectively conduct public meetings as part of the public involvement process.

**Task 2 Deliverables: Public Involvement Plan, Project Website with Related Maps/Graphics**

3. Analysis of Existing System

- a. Perform an updated market analysis using the most recent American Community Survey (ACS) data and other available data to determine underlying demand for transit.
- b. Complete a comprehensive evaluation of the existing system to determine strengths, weaknesses, and opportunities for improvements. This should include an evaluation of:

- i. All existing and future service types: BRT, Express, Local, Paratransit, Magic City Connector and Neighborhood Connectors
- ii. Individual routes, including alignment, frequency, span of service
- iii. The entire network of routes and how those routes function together
- iv. Stop spacing and its impact on access to transit and speed/reliability of service.

### **Task 3 Deliverables: Summary Report on Existing System**

#### 4. Final Network Plan

- a. Develop a final network plan accompanied by cost estimates. Group improvements into prioritized phases. Initial phase network plan should be revenue-neutral with additional phases assuming 10% annual increases in operating revenue over the 5-year period. Key components of the network plan will include:
  - i. Development of a network of frequent services, with expansion of the frequent network incorporated into each phase.
  - ii. Identification of four or more locations for the construction of new outlying transit centers. The scale and components of these transit centers are expected to vary depending on context, but all should support the new network of routes providing passenger amenities and multi-modal connections at strategic locations.
  - iii. Identification and prioritization of potential Park & Ride locations supporting express/commuter services
  - iv. Recommendations for integrating with BJCTA services to more areas in surrounding municipalities.
  - v. An evaluation of transit operations in downtown Birmingham and a set of recommendations for reconfiguring service through downtown. Building on recommendations from internal Planning Department and Transit Development Plan (currently under way), these recommendations should consider/include:
    - 1. A recommendation for the utilization of the future electric buses. This recommendation should consider:
      - 1. Locations of future construction charging stations
      - 2. Possibility of new charging station location(s) weighing impacts to both capital costs and operating costs.
    - 2. Potential transit priority measures along transit priority corridors and at other key locations, to speed service through downtown
    - 3. Identification of key station/stop such as Magic City Connector locations for upgrades associated with new BRT service configuration in downtown.
  - vi. Identification of appropriate markets to pursue demand-responsive services to provide first/last mile connections, helping people access transit

- centers/frequent services.
- vii. A recommendation on potential service delivery models for demand-responsive services (may include partnerships with transportation network companies or in-house services)

**Task 4 Deliverables: Final Network Plan, including:**

- Detailed routing, service frequencies, service hours and miles for new network (with GIS layer files for BJCTA to own at the end of the project)
- Timelines attached to the different system plans as an implementation guide (considering staffing, facility needs, equipment procurements, construction), including identification of any elements considered foundational to each stage of implementation.
- Projections for metrics of improved system including ridership, service reliability, travel speeds, economic productivity
- Title VI analysis of the proposed recommendations.
- Complete Title VI Equity Analysis of proposed route modifications and recommendations.

5. Analysis of Operations

- b. Analysis of facility capacity and functionality needed for each phase of expansion (maintenance facilities, transit centers)
- c. Analysis of additional staff requirements for each phase of expansion (including operators, operations supervisors, mechanics, and administrative staff)
- d. Evaluation of operating procedures including vehicle assignment, vehicle dispatching/pull-out and pull-in, real-time performance monitoring, control center operations, service interruption response, and special event management
- e. Evaluation of current staffing levels and responsibilities in operations dispatching, control center, and lot management roles and identification of existing gaps / deficiencies as applicable to existing and projected service levels
- f. Evaluation of existing administration of fixed-route and paratransit service as a mixed division versus split divisions (including analysis of impacts on run-cut)
- g. Evaluation of cost and operational impacts of introduction of paid and unpaid meal breaks for full-time operators, including impacts to on-time performance and anticipated operator and supervisor staffing requirements for current and future operations scenarios. Analysis of impact of introduction of meal breaks to network plan timeline recommendations.
- h. Evaluation of cost and operational impacts of implementation of hours-restrictions on operator working hours and spread time, to include analysis of cost, anticipated changes to staffing requirements, and impact to timeline for implementation of new network plan.
- i. Identification of key changes in Operations necessary for effective implementation of Final Network Plan in Task 4.

**Task 5 Deliverables: Summary Report on Analysis of Operations, Summary of Recommended Key Operational Modifications**

## 6. Summary of Findings and Documentation

- j. The consultant will prepare a final summary report documenting the analysis, findings and recommendations along with a summary PowerPoint presentation for use at public meetings.

### **Task 6 Deliverables: Final Summary Report and PowerPoint in PDF format along with 5 hard copies**

Note: For all tasks, proposers are encouraged to describe the current best practices/methods to be utilized in improving and streamlining the COA process.

#### BJCTA Furnished Data

- Stop level boarding and alighting counts from Automatic Passenger Counters as available
- Shapefiles of existing routes and stops
- On-board survey data (to be completed Fall of 2020)
- Performance database including key performance indicators for all BJCTA routes

Public comments from public outreach AVL data by route, time of day, and timepoint

### **Schedule and Timeline of Tasks**

1. Describe your overall project approach and implementation plan (including a timeline) for tasks.
2. Describe the proposed time schedule for each task.
3. Responses must include a projected timeline, outlining the major steps of each component of the opportunity and a schedule demonstrating estimated length of time required to complete each step.
4. When operating on BJCTA's property what is required and/or needed to assist in your task

## **Consulting Track 2:**

### **Architectural and Engineering Transit Operations and Maintenance Facilities Design and Construction Management Services**

**General Purpose** – The Birmingham Jefferson County Transit Authority (BJCTA) is seeking architectural, engineering and construction management services on an on-call, as needed basis, for task-based contracts which may include, but may not be limited to, multiple projects at two separate facilities. The tasks envisioned for this project is aimed at improving and expanding BJCTA facilities. The improvements are aimed at updating safety and keeping BJCTA facilities in a state of good repair. The expansions are planned to meet current and future needs of the agency for the maintenance, administration and operations departments.

This Scope of Services provides an overview of some of the tasks envisioned for the program under this RFQ and respondents are encouraged to detail their expertise and experience in each area and to describe their past successful efforts with similar projects. BJCTA is interested in working with an innovative and creative design firm or team with expertise in all of the areas envisioned in this RFQ. Responders are encouraged to detail their relevant experience and expertise in facility design and construction management related to transit administrative, maintenance and public facilities.

**Term** – The assignment period for task orders issued pursuant to this solicitation will be five (5) years from issuance of the first Notice to Proceed of the first Task Order.

The contract will terminate upon BJCTA's acceptance of the A/E consultant's work pursuant to the last task order issued within the five (5) year assignment period.

**Profile of the Transit Authority** - BJCTA is the provider of both fixed route and demand response services to 13 municipalities surrounding Birmingham. The agency is comprised of Birmingham, CenterPoint, Tarrant, Mountain Brook, Vestavia, Hoover, Fairfield, Lipscomb, Midfield, Homewood, Adamsville, Brighton and Bessemer. BJCTA also provides ADA services within the same areas.

Services operate 313 days each year with a weekday service span, which generally extends from 3:45 am to 10:30pm. The maintenance facility is only closed on Sunday. BJCTA operates a fleet of (142) vehicles:

- (70) fixed route buses
- (40) Demand response buses (cut-away vans)
- (32) support vehicles (maintenance and supervision vehicles)

Most of the vehicles are currently stored at BJCTA facilities when not in use.

BJCTA operates its services using three facilities including its administrative and office building, passenger terminal and a maintenance building where BJCTA conducts all its maintenance/operations functions and stores all BJCTA vehicles at 3105 Reverend Abraham Woods Jr. Blvd; and the passenger terminal known as the Central Station, which is located at 1801 Morris Avenue Birmingham, Alabama 35235.

The Central Station facility is a 30,000 S.F. passenger facility with bus bays capable of accommodating 12 buses and additional areas for Greyhound and Megabus pickup. It operates from approximately 3:45am to 10:30pm, six days per week. The facility opened its doors in 2016 and will be associated with several tasks envisioned under this project.

While details of some of the envisioned tasks are described later in this Scope of Services, some of the envisioned tasks may include:

1. Planning, design and the preparation of construction bid documents for new construction of a Maintenance Facility of the existing bus operations, maintenance, bus storage garage and administration building;
2. Planning, design and the preparation of construction bid documents for the refurbishing of BJCTA's bus storage garage, maintenance shop and parts areas with the possibility of the accommodation of electric, alternate fuel or electric buses;
3. Planning, design and the preparation of construction bid documents for canopies to protect contingency buses and other equipment by exterior canopies with skylights over bus storage and service areas;
4. Planning, design and the preparation of construction bid documents for a new bus fueling area;
5. Site selection assistance for the possible relocation of the administration and maintenance facility in the future; and
6. Various other tasks which may arise associated with the above tasks or other expansion and improvement projects.

The overall goal of this series of tasks is to maintain the facilities and grounds in a state of good repair and allow for new expansion to accommodate growth, new equipment and propulsion systems for a 15-20-year horizon in advance of a new facility to be constructed at a new location.

Additional considerations for the new facility:

1. The planning, design and development of construction bid documents for the accommodation of electric, alternate fuel or hybrid buses at the station;
2. The planning, design and development of construction bid documents for the accommodation of articulated buses at the station;
3. Various other tasks which may arise associated with the above tasks or other expansion and improvement projects.

The overall goals of these tasks are to keep the facility in a "like new" condition for BJCTA riders and accommodate new vehicle types anticipated in the near future. All work under this series of tasks must ensure the original design aesthetic and integrity of the facility.

**Scope of Services Details** - This section of the Scope of services shall include, but not be limited to, the following technical requirements and tasks. Consultant shall develop a detailed work program outlining the cost and time required to complete each proposed task:

- Develop space requirements and detailed site plan, including streetscape and landscape plans, utility plans, and erosion control/grading plans.
- Develop conceptual assessment with the facilities planning committee and transit manager.
- Create detailed building design and layout.

- Provide environmental/ecological and energy impact options and analysis.
  - Develop project cost update report.
  - Develop installed equipment assessments.
  - Acquire state and local permits for construction, including any reporting requirements. Permit requirements include but are not limited to City of Birmingham Site Plan Review, City of Birmingham, Building Permit, State Plan Review, and State Stormwater Permit.
  - Coordinate Facilities Planning Committee meetings, as required below.
  - Coordinate weekly formal project manager and transit manager meetings.
  - Advertise and coordinate a public information meeting at 60% completion.
  - Prepare bid ready plans and specifications for contractors. The Consultant will be responsible for distribution of plans and specifications to all prospective bidders through either hard copy documents or through electronic media. It is the responsibility of the Consultant to provide copies of all project documents to all parties involved in the project.
  - Topographic Survey of parcel.
  - Soil borings to determine foundation needs.
- Consultant shall conduct a comprehensive assessment of space requirement needs to accommodate for vehicle maintenance, parts, equipment and supply storage, mechanic office, a mechanic restroom, some drive through transit vehicle bays sized to accommodate (seventy) 70 – 35’ and 40’ buses, 40 Paratransit (Cutaways)’ buses and about 32 support and staff vehicles which consist of Cars and trucks, employee / visitor parking, additional outdoor bus / vehicle parking.
  - Consultant shall perform a comprehensive assessment of space requirement needs for employee and customer amenities such as waiting areas, managers/supervisors offices, reception area, break room, locker rooms, meeting /training room, employee and public restrooms, management planning room, storage rooms, vending machine area, etc. this space will allow for limited customer interaction and a staff maximum of 35 and a commission of 10 members. This assessment will include requirements for compliance with Americans with Disabilities Act of 1990 (ADA) as amended.
  - Consultant shall perform a comprehensive assessment of automated bus wash system options based on the need to accommodate both large and small vehicles in the fleet. Assessment must include estimated costs of each bus wash system.
  - Consultant shall prepare an analysis of water and sewer requirements for each bus wash system, and a wastewater dump station, and provide an environmental impact analysis of each system.
  - Consultant shall perform a comprehensive energy assessment that consists of an analysis of the total energy requirements of the building, within the scope of the proposed construction activity in a level of detail appropriate to the scope of the project that considers:
  - Consultant shall supply options for environmental/ecological energy savings for heating/cooling, insulating, windows, plumbing fixtures, etc. for the facility project.
- A NEPA categorical exclusion has been granted for the project as currently scoped. To meet



the conditions of the Categorical Exclusion, Consultant will comply with conditions of the State Water Quality Certification; construction bid documents will include Water Quality Certification requirements. Work will be designed per NEPA documentation requirements.

- Plans will comply with all applicable state and federal mandatory energy efficiency standards and the State of Alabama's Energy Conservation Plan issued in accordance with the Energy Policy and Conservation Act, as amended 42 USC 6321.
- Develop detailed site and design plans for the facility, including the parking lot areas, adjacent streets and driveway entrances, streetscape and landscape plans for the entire facility including the fencing, sidewalks, green space, grading and utility layouts, and signage structure. Plans must comply with all requirements of the city of Birmingham
- Identify and evaluate the feasibility of all design options. Provide cost estimates of facility construction, parking lot asphalt, landscaping, and any other costs affiliated with each design element.
- Schedule regular meetings/and/or progress report submissions with the Executive Director and Project Manager during the design phase.

Identify and evaluate the feasibility of all design options. Provide cost estimates of facility construction, paving, utilities, lighting, security, landscaping, and any other costs affiliated with each element of the design. The alternatives analysis and cost estimates will include but not be limited to:

- a) At 30%: project conceptual layout design and design alternatives. Preliminary cost estimates, survey work, and DNR coordination resulting in final NEPA concurrence will be provided at this stage.
  - b) At 60%: project preliminary design (plans, elevations, and specifications), and preliminary construction schedule and revised cost estimates.
  - c) At 90%: project final design (plans, elevations, and specifications) and revised cost estimates. A final construction bid ready package will also be required at this stage.
- Schedule and moderate periodic meetings with the Transit Manager and the Facilities Planning Committee throughout the project. Minimum meeting schedule shall include a kick-off meeting and meetings scheduled at 30%, 60% and 90% of project design.
- At 30%: the Design Consultant is required to provide project conceptual layout design and design alternatives to the Facilities Planning Committee for approval.
  - At 60%: the Design Consultant is required to provide a project update to the Facilities Planning Committee.
  - At 90%: the Design Consultant is required to provide project final design (plans, elevations, and specifications) to the Facilities Planning Committee and the City of Birmingham Plan Commission for approval.
- Develop construction bid ready plans and specifications for contractors for BJCTA approval. Prepare bid ready plans and specifications for contractors. The Consultant will be responsible for

distribution of plans and specifications to all prospective bidders through either hard copy documents or through electronic media. It is the responsibility of the Consultant to provide copies of all project documents to all parties involved in the project. Cost for additional copies must be specified in the contract. Specifications shall be prepared to include: Bidding and Contract Documents, Insurance and Liability Requirements, Instructions to Bidders, General Specifications, Equal Employment Opportunity, Labor Standards, Detailed Specifications and Special Provisions, including required Federal construction clauses. Consultant is required to submit and obtain a prevailing wage determination for this project. Detailed specifications and special provisions, including required Federal construction clauses. Bidding document will include all required Federal Transit Administration clauses for construction projects. Required clauses can be found at: [http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_8641.html](http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html).

- Once bids have been reviewed by the consultant the consultant shall provide a written recommendation for award of construction project, following ALDOT approval, to the BJCTA
- Develop a detailed schedule outlining the time required to complete each proposed task as specified in the Scope of Service. Monthly project updates shall be provided to the Project Manager and Transit Manager.
- **Construction Administration Services that the A/E will handle shall include;**
  - Attend a pre-construction conference
  - Review, approve and distribute all shop drawing submittals.
  - Attend monthly construction meetings
  - Complete Compliance Statement with the authorities having jurisdiction
  - Review and respond to RFI and questions during construction.
  - Provide clarification as necessary and prepare all necessary construction bulletins
  - Provide project closeout services including O&M review and prepare all project closeout documentation including punch lists.
- Construction Administration Services will be handled by Project Manager for DOT and include;
  - Verify shop drawings review process is being met
  - Provide bi-weekly site visits
  - Perform all change order management, which includes; independent cost analysis, price negotiation memorandum and change orders
  - Verify logs of construction activity, inspection reports and safety reports are being kept and in compliance
  - Verify contractors are submitting certified payroll reports
  - Verify accurate logs are being kept of hours billed to project in compliance with ARRA standards
  - Serve as primary point of coordination among local officials, BJCTA transit staff. labor compliance staff, design consultants and prime contractor
  - Verify that construction meets the contract documents
  - Review and approve all applications for payment
  - Record keeping of project materials
  - Communicate and manage issues related to project cost and schedule

## REQUIRED CONTENT OF PROPOSALS

All proposals shall contain the following items in the order in which they appear on the table below. Proposers are advised to review the entire RFQ and include appropriate documentation demonstrating their ability to perform the services detailed by BJCTA in this RFQ.

Cost is not a consideration in the selection of a firm or team to carry out the tasks envisioned in this scope and under this RFQ. BJCTA intends to use a qualification-based evaluation and negotiate a final agreement with the number one ranked proposer. If no agreement can be made with the number one ranked proposer, BJCTA reserves the right to negotiate with the next highest ranked proposer. This process continues until a negotiated agreement is reached which the grantee considers to be fair and reasonable.

*Consulting Track 2: (Continued)*

**\*\*\*\*\* SEE NEXT PAGE FOR CONTENT CHART \*\*\*\*\***

Item	Description/Evaluation Criteria
Cover Sheet	Submit a cover sheet identifying the Offeror, Offeror's mailing address, telephone number, fax number, and contact person.
Letter of Transmittal	Submit a letter offering the Proposal in response to this RFQ and signed by an executive of the Offeror authorized to bind the Offeror to its offer.
Table of Contents	Submit a table detailing all elements of, and appendices to, the Proposal.
Required Federal and State Forms Clauses and Certifications	Submit all signed forms and certifications included in this RFQ
Signed Addenda/Amendments	Submit all signed Addenda/Amendments.
Understanding of the Project	Provide a narrative detailing the Proposer's understanding of the work to be performed under this Contract.
Background and Experience	Describe in detail both past and present experience in the provision of the services detailed in this RFQ. Identify those projects that most closely represent the operating profile of BJCTA's service.
Technical Capabilities	Submit a detailed description of the Proposer's ability to perform the tasks envisioned under this project. This section should reflect the expertise and technical capacity to meet BJCTA's needs. Proposers should be explicit about all areas of service under this RFQ.
Communications Plan	Provide a description of the reports to be provided to BJCTA. Discuss what information will be communicated immediately, weekly and monthly. Discuss methods to be used to maintain solid communications within the organization.
References for Past Performance	Provide five (5) references for which you have performed duties similar to those envisioned in this RFQ.
Organizational Chart and Team Members	Submit an organizational outline or chart identifying the names and titles of project team members, reporting relationships within the team, and identifying which functions they will be responsible to perform in relation to the Contract. Please include resumes for all personnel proposed to contribute to

### **Consulting Track 3:**

## **Bus Rapid Transit Safety Security Program Planning, Ridership Forecasting and Operations Plan**

The **Birmingham-Jefferson County Transit Authority** is seeking highly qualified consultant teams to assist the Authority in developing a nationally recognized BRT program. Consultant teams for this effort will engage in Transit Network, Operation, Capital Vehicle and Infrastructure Planning, Safety and Security, Ridership Forecasting, Community Education and engagement and Operations Plan.

The BRT Program identified a 10 mile radius corridor that will stretch from Woodlawn to Five-Points west for implementation:

### **PROJECT DESCRIPTION**

The **Birmingham-Jefferson County Transit Authority** require the services of a team with strong national BRT experience to lead the planning, capital system development, and community education and engagement services in support of the BRT Program. A strong background and experience working in the areas of public transit planning and BRT operations, intelligent transportation system (ITS) design, design of transit vehicles, facilities and stations, transportation funding and finance, community education and engagement and specifically, the delivery of high-capacity transit projects that integrate multiple modes and services connecting neighborhoods and activity centers is preferred.

The project team shall have a strong understanding of Bus Rapid Transit planning, design, and operations, and have a keen focus on how BRT can be integrated within BJCTA's overall transportation system and traffic control system to prioritize transit mobility, safe access to stations, and multimodal integration. Key elements of expertise include transit signal priority, passenger station design, specialized BRT vehicles and component systems, urban design, multimodal integration, system branding, fare collection, and design of various dedicated running-way configurations and priority treatments, signage, and integrated public art.

Capital system development will result in a unified brand, system design for stations and passenger amenities, vehicle specifications, intermodal connection standards, fare collection and boarding protocols, signage, and technology strategies for transit priority, real-time information systems, and coordination with BJCTA. The team will be expected to work closely with signal technology staff at the BJCTA, provide components for testing and integration, and develop corridor solutions supporting progression, transit signal priority and multimodal integration.

The Proposer shall have a strong team of education, communication and community engagement professionals to work successfully in all areas of the City with diverse backgrounds and varying community objectives. Expertise working with grassroots and community based organizations will be vital. Key efforts will be educating the community about this new service and working to successfully integrate the improvements with the inclusion of local neighborhood objectives. The team shall include experienced communication staff that has significant transit experience working in the arenas of community education and engagement, collaboration, inclusive outreach, and stakeholder problem- solving. Key strategies of the community engagement include:

- Educating neighbors and businesses about Bus Rapid Transit, what it is, and how it works to benefit the community
- Providing data-driven, graphic-oriented messaging that is easily understandable without being overly technical
- Maintaining ongoing community engagement throughout the various project stages, rather

- than just at project and design milestones
- Communicating primarily at community members' meetings and events
- Conduct inclusive outreach to and with:
  - Neighborhood and business groups
  - Ethnic and/or language groups
  - Human Service agencies and targeted media for traditionally underrepresented groups
  - Traditional and social media platforms
  - Website and webpage development and management
  - Private development project representatives along the corridors

The communication and engagement effort will also support BJCTA staff with presentations to the City of Birmingham, Commissions and the City Council.

At a minimum, the team shall identify and assign a Managing Principal to oversee the overall contract, a BRT Program Manager to manage the day-to-day activities of the planning and program, a Capital System Development Lead, and a Community Education and Engagement Lead to direct communication and overall community engagement. The BRT Program Manager should be a transit and community planner with strong experience and a record of working successfully with diverse communities and stakeholders on both transit capital and operational planning and network restructuring. It is desired that the Managing Principal, BRT Program Manager, Capital System Development Lead and the Community Education and Engagement Lead are dedicated to this program with a local presence through completion of the contract.

The team shall have a familiarity and understanding of working with federal, state, and regional transportation agencies and have strong experience in transportation finance and developing funding plans to leverage the opportunities of the multi-corridor program.

## **SCOPE OF WORK**

### **Program Management and Capital System Development**

The team will develop a comprehensive Program Management Plan (PMP) that provides a clear roadmap for successful implementation of the BRT Program. The PMP shall include an oversight structure, a phasing, operation and implementation program, a financial and funding strategy, program goals, objectives, performance measures and a timeline for implementation with major program milestones.

The PMP will provide a framework for the development of all BRT system-wide elements, including but not limited to: stations (including shade, accessibility, and passenger amenities), right-of-way design and channelization, multimodal connections (including new shared mobility opportunities and technologies),

Americans with Disabilities Act (ADA) compliance, signage, real-time information, fare collection, vehicle specifications and procurement, ITS operations, security, lighting, branding and system recognition.

The consultant will provide ongoing support through completion of the contract, including managing all aspects of the technical analysis, community education and engagement, supporting BJCTA staff and coordinating with agency partners, other BJCTA consultants, and assisting in delivering the BRT Program.

### Program Development, Network Analysis and an Operation Plan

The consultant team will be tasked to develop a robust work program leading to a program development roadmap supported by network analysis and operational objectives. This roadmap will include, at a minimum:

- An assessment of the criteria used for the initial selection of corridors to ensure that previous conditions are still valid for our current and future transit system
- An assessment of corridor segments for viability in the Federal Transit Administration (FTA) Capital Investment Grant program; this includes land use and economic development factors critical to the success of individual corridors
- A shared mobility strategy that leverages BRT ridership and access by accommodating new shared use technologies, services, facilities and uses, partnerships, personal technology (such as card readers, smart phones, etc.), as well as addresses first/last mile connections, health, safety, and comfort of the customer
- Defined BRT service and performance goals
- Corridor analysis including, but not limited to, ridership forecasts, productivity analysis, value of investment over time, travel time savings, peak hour speeds, economic and environmental benefits. This analysis will include visual and operational simulations of alternatives and comparison of various levels of capital investments over the span of the BRT's horizon.
- An operating plan that addresses specific BRT operation strategies, routing, layover, interlining, or overlap with local bus service and tactics to address bunching or other inefficiencies
- A clear definition of the BRT tools to be implemented on the corridors, which, in combination will provide a premium, frequent, and reliable service
- Transit supportive strategies addressing emerging technologies, economic, social and environmental sustainability that leverage the BRT investment and community benefits
- A corridor development process or processes from concept development, through construction
- A program timeline and funding assumptions for each corridor

It is expected that the consultant team will work with BJCTA staff to tailor the corridor capital and operating budgets to best match the needs to achieve the defined service and performance goals, attain social equity for traditionally underrepresented communities, and maximize benefits to the greatest number of Birmingham residents and transit riders. The team will also work closely with Street Transportation Department and other City staff to coordinate and leverage related projects to provide cost savings, minimize construction impacts, and increase grant leveraging opportunities for the BRT program.

The BJCTA desires a screening of the project corridors for FTA or other grant and funding opportunities as part of the BRT Systems' financial strategy. As part of the operating plan approach, the consultant team will be expected to develop operating scenarios that reflect expected ridership, travel time and frequency growth as ridership matures. This plan will support and leverage neighborhood goals, social equity, planning and economic development objectives for the community, as BRT corridors are advanced into design and construction. It is expected that the consultant team will recommend innovative approaches and strategies to advance the BRT Program and employ efficiencies for cost and time savings in all aspects of the work program.



### Funding Strategy and FTA Documentation

The team shall assist the BJCTA in the development of a holistic capital and operating funding strategy. This will include consideration of regional, state, and local funding opportunities and coordination with partner agencies. A key focus will be consideration of Fixing America's Surface Transportation Act (FAST) opportunities including the program of interrelated projects, Small Starts, Transportation Investments Generating Economic Recovery (TIGER), and other federal grant opportunities. Additionally, the team shall be prepared to evaluate value capture, tax and private funding and finance options, naming rights, joint development and Transit Oriented Development (TOD), Transportation Infrastructure Finance and Innovation Act (TIFIA), and Public-Private Partnerships where available/applicable. The consultant team shall also consider corridor refinements, adjustments and operating scenarios to maximize grant opportunities or leverage other efficiencies and city programs.

### Environmental Analysis

The team shall assist the BJCTA with National Environmental Policy Act (NEPA) compliance and documentation for one or more corridors. This will include conducting environmental review and preparing documentation at a programmatic and corridor level, including sufficient documentation to meet NEPA requirements for the FTA Small Starts process or other applicable federal programs. The consultant team will lead the environmental effort, with Street Transportation Department environmental staff assisting with the review.

### Community Education and Engagement

The team shall include a staff of experienced public involvement specialists to support all aspects of this contract. The team will be tasked with developing an education and engagement plan that defines how the BRT program will be developed with meaningful resident education and engagement including businesses and stakeholders that will be served by this new service. This work effort, including significant education and outreach methods, will be critical to the success of the overall program. As such, the evaluation criteria include a significant value on the related strategies identified in Section 6.

The BJCTA is committed to advancing a workforce development program with the objective of engaging, growing and creating genuine opportunities for local community members, organizations and businesses. The goal of this initiative is to generate long-lasting opportunities by bringing jobs, workforce training and economic benefits to the communities served by the planned capital projects.

Consultants are required to actively lead and engage in workforce development for this effort with the BJCTA. BJCTA and the awarded team will identify appropriate activities during the planning, design, and construction phases. Examples of past activities include job symposiums, trade education seminars and community engagement events throughout the project's duration. Activities that engage diverse and traditionally hard-to-reach populations are highly encouraged. Coordination of these efforts with community education and engagement activities shall be an included element of this solicitation. The BJCTA expects the consultant team to coordinate and include opportunities in conjunction with the Workforce Investment Act.

## I. RESPONSIBILITIES

The **BJCTA** will:

Designate a Project Manager to act as the point of contact for this work effort. The Project Manager will issue the notice to proceed, provide direction and response regarding contract issues or clarifications that may arise, approve project invoices, arrange interviews and preside over project meetings if needed.

- Conduct timely review of all materials and documents as submitted by the Consultant as specified herein.
- Provide the necessary documentation and internal data required for the completion of this contract. This information will be provided in a timely manner in accordance with the project schedule.

The **CONSULTANT** will:

- Designate a Project Manager to act as the point of contact for this work effort. The Project Manager will take the lead in responding to inquiries by the BJCTA Project Manager. The Project Manager will arrange for all interviews, ensure the timely completion of all deliverables and will address any concerns that may arise during the course of the work effort.
- Provide the required documentation and source data utilized in the completion of this contract. This information will be provided in a timely manner in accordance with the project schedule.

## II. Method of Compensation

Compensation for this project is expected to be a lump-sum payment.

## 7. Instructions, Procedures and Requirements.

This section details BJCTA's instructions and requirements for your submittal. 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 the 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 professional errors and omissions coverage carried by Proposer's firm, including name of insurer and amount of coverage.

## 8. Request for Qualification Statements.

Documents in response to this RFQ will be bound, numbered and limited one (1) original and one (1) copy, and to no more than **Thirty (30) - 8½" X 11" pages, single-sided, 12 Font Size.** Only relevant and appropriate information should be provided to demonstrate the value of the Proposer's organization to BJCTA. The information to be contained in the response document is provided below:

### Title Page of Response Document (1 page)

The following information should be included under the title "Request for Qualification Statements for Professional Consulting Services for the BJCTA":

1. Legal Name of Proposer and Business Entity  
If you are a sole proprietor in which you incorporated, identity your legal name as a company. Many companies use a "Doing Business As" name or a nickname in their daily business. However, BJCTA requires the legal name of your company, as it is legally registered.
2. Data Universal Numbering Systems (DUNS) Number  
When preparing all documents, use the proper company legal name. Your company's legal name and DUNS Number must be verified through [www.SAM.gov](http://www.SAM.gov)
3. Proposer address
4. Proposer telephone number
5. Name, title, telephone number, & email address of contact person authorized to legally obligate the Proposer.

### Contents of Response Document (no more than 29 pages)

Proposers should letter and number responses exactly as presented in the areas provided below in this document. Interested Proposers are invited to submit RFQs that contain the following information:

1. Introduction
2. Background and Experience
3. Specialized Knowledge
4. Personnel/Professional Qualifications

### Introduction (transmittal letter)

By signing the introductory letter, the Proposer certifies that the signatory is authorized to bind the Proposer. The RFQ 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. No record of substandard work within the last five years;
- d. 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, including payment of any and all charges resulting from the contract;
- f. Any other information that the Proposer feels relevant and appropriate;
- g. A signature and title of the authorized Proposer submitting the RFQ.

## 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 Work. 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, and that such taxes are included in the RFQ price. The BJCTA will furnish a Proposer with the necessary tax-exempt 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
    - Employers' Liability
    - All States Endorsement
    - Voluntary Compensation
  - b. Public Liability and Property Damage
    - 1. \$100,000 for bodily injuries to or death of one person in any one occurrence.
    - 2. \$500,000 for bodily injuries to or death of two or more persons in any one occurrence.
    - 3. \$100,000 for damage to or destruction of property in any one occurrence.
  - c. Errors and Omissions Insurance
- |           |           |
|-----------|-----------|
| Statutory | \$500,000 |
| Statutory |           |

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 insure 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 on the basis of 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 to be, consistent with the Best Practices Procurement Manual 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 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)(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) Equal employment opportunity - 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.

## ATTACHMENT A

### Acknowledgement of Addenda

The undersigned acknowledges receipt of the following addenda to the Request for Proposal Number RFQ #**20-05**

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. BJCTA will continue to use and support race-neutral means of facilitating DBE participation to meet our overall goal.

The Proposer \_\_\_\_\_  
Name of Prime Contractor

certifies that, on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, an authorized representative contacted the following Alabama Department of Transportation (ALDOT) certified Disadvantaged Business Enterprise ("DBE") to obtain a Proposal for the following work items. The disadvantaged business status of the undersigned is confirmed.

The undersigned is prepared to perform the following work in connection with the above project (*specify in detail the particular work items or parts thereof to be performed*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

At the following price: \$\_\_\_\_\_ or percentage \_\_\_\_\_

The certified DBE intends to perform work in connection with the above project as an ALDOT-certified DBE in the following capacity (check one):

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Corporation   |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Joint Venture |

The certified DBE will enter into a formal agreement for the above work, conditioned upon execution of an agreement with the Birmingham-Jefferson County Transit Authority (BJCTA).

\_\_\_\_\_  
ALDOT certified DBE Agency

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name of Signer

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date

**OR**

- [ ] The foregoing work will not be sublet to a non-certified Disadvantaged Business Enterprise at any level.



## 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 RFP 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:

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Company

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Authorized Signature

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Printed Name of Signer

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Title of Signer

---

Date

## PROPOSER REGISTRATION FORM

RFQ Number: \_\_\_\_\_

RFQ Description: \_\_\_\_\_

Company Name/Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / ZIP: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Office Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website: \_\_\_\_\_

DUNS: \_\_\_\_\_

*Proposals WILL NOT be honored without a valid DUNS number registered with [www.SAM.gov](http://www.SAM.gov)*

Send to:

Darryl R. Grayson – Procurement Manager  
Birmingham-Jefferson County Transit Authority  
1801 Morris Avenue 2<sup>nd</sup> Floor  
Birmingham, Alabama 35203  
Phone (205) 521-0144  
Email: [dgrayson@bjcta.org](mailto:dgrayson@bjcta.org)





**FEDERAL CLAUSES  
&  
CERTIFICATIONS**

**Professional Service  
Purchases**

**Birmingham-Jefferson County Transit Authority  
1801 Morris Avenue 2nd FL  
Birmingham, Alabama 35203  
(205)521-0101**

## **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 complete 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 inwhole 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 contract 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 of 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 claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If 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. 11375, "Amending 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 or 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 municipal 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 incremental acceptance of the subcontractor's work by the recipient and contractor'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 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

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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, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

*The 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 \_\_\_\_\_

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

- (1) 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.

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Certification

Contractor \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and Title of Contractor's Authorized Official \_\_\_\_\_