



BEN FRANKLIN TRANSIT

REQUEST FOR QUALIFICATIONS 03-19

**MAINTENANCE OPERATIONS AND ADMINISTRATION
(MOA) ARCHITECTURE AND ENGINEERING SERVICES**

ANTICIPATED DATES:

| | |
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| RFQ release date: | 2/5/19 |
| Pre-proposal conference: | 2/20/19 at 1:30 PM Pacific Standard Time |
| Questions or Clarifications Request deadline: | 3/12/19 by 2:00 PM PST |
| Proposal submittal due date: | 3/19/19 by 2:00 PM PST |
| Estimated Recommendation to Board for award: | 5/9/19 |
| Award of Contract: | 5/17/19 |

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1. INTRODUCTION/INFORMATION

Ben Franklin Transit, (hereinafter referred to as BFT), a municipal corporation of the State of Washington, located at 1000 Columbia Park Trail, Richland, WA 99352. The purpose of this Request for Qualifications (RFQ) is to identify transit experienced Architecture and Engineering (A&E) Firm to provide planning, design, bidding, and construction management services for the Maintenance, Operations and Administration (MOA) facility, and security review & design. These services may be sought in accordance with the Federal Transit Administration (FTA) regulations, and will meet requirements of the State of Washington, and rules and regulations of BFT's Public Transportation Area.

Pre-Proposal Conference

A pre-proposal conference walk through of the facilities will be held at the BFT facility 1038 Columbia Park Trail, Richland, Washington, on February 20, 2019 at 1:30 PM P.S.T. The Pre-Proposal Conference is scheduled for proposers to ask questions and look at the facility.

Questions or Clarifications Request deadline

All questions and clarifications must be submitted in writing by 2:00 PM PST on 3/12/19. The deadline is required to give BFT staff ample time to answer questions and provide the information to interested contractors before RFQ due date.

Proposals are due No Later Than 2:00 PM (PST) on 3/19/2019.

Questions regarding Request for Qualifications (RFQ) 03-19 shall be directed to:

Rob Orvis, Procurement Manager, rorvis@bft.org

Phone: (509) 734-5125 Fax: (509) 735-9880.

Disadvantaged Business Participation

BFT promotes equal employment opportunity and maximum practicable opportunity participation by Disadvantaged Business Enterprises certified by the State of Washington office of Minority and Women-Owned Business Enterprises in its Contracts.

Equal Employment Opportunity

Contractor is required to comply with all applicable Equal Employment Opportunity laws and regulations.

Ineligible Contractors

Contractor is required to certify that they or their Sub-Contractors are not on the Comptroller General's list of ineligible Contractors.

Rejection and Waiver

BFT reserves the right to reject any or all proposals and to waive informalities and minor irregularities in offers received. This Request for Qualifications 03-19 may be cancelled at any time and any and all proposals may be rejected in whole or in part when it is in the best interest of BFT.

NOTE: A & E FIRMS ARE NOT TO PROVIDE COST INFORMATION WITH THE PROPOSAL SUBMITTAL, BFT IS REQUIRED TO FOLLOW THE BROOKS ACT THAT BASES THE EVALUATIONS ON FIRM QUALIFICATIONS.

2. PROJECT BACKGROUND AND SCOPE

The purpose of this Request for Qualifications (RFQ) is to identify transit experienced Architecture and Engineering (A&E) Firm to provide planning, design, bidding, and construction management services for the Maintenance, Operations and Administration (MOA) facility, and security review & design. These services may be sought in accordance with the Federal Transit Administration (FTA) regulations, and will meet requirements of the State of Washington, and rules and regulations of the BFT's Public Transportation Benefit Area.

For consideration, we encourage A&E firms to team with other firms having complementary skills to provide a full range of services as requested. BFT encourages firms to team up with Disadvantaged Business Enterprise (DBE) Firms. The selected A&E firm would provide full architecture and design services in the areas of design, bidding, and construction management. BFT's initial projects will be the analysis of the MOA facility, remodel of the Operations building, design of a new Facility Maintenance building and security review & design of MOA and Three Rivers Transit Center. Note: BFT does not have funding for all projects at this time. The A&E firm will phase in the improvements as described below, including estimated costs for each phase.

Depending on the specific facility type and location, the projects may include analysis and designs for staff offices, vehicle bays, shelters, benches, real time signage, bus bays, security cameras and lighting and traffic flow

SCOPE OF WORK

Phase One – Maintenance, Operations and Administration Analysis (MOA)

A&E firm will conduct an analysis of the MOA to review the current facilities in the following areas:

- Public parking, employee parking and fleet parking
- Traffic flow entering the MOA and the yard
- Propose designs that modify or replace the operations building that would include improvements for work flow and plans for future growth
- Propose designs that modify both the maintenance building and administration building that would include improvements for workflow and include plans for future growth

- The end product will be a comprehensive report outlining three separate phases, detailing design proposals for each phase, detailing costs for each phase, and proposing next steps in the process. Upon completion the A&E firm will present this report at a meeting of the BFT Board of Directors

Phase Two – Operations Building

The A&E firm will provide services to replace or renovate the operations building: including but not limited to roof, doors, HVAC, Electrical, Plumbing, security system, window and office/workspace.

The facility should be designed with the potential for future expansion. The A&E firm needs to incorporate technology and products that reduce energy consumption, reduce building operating costs, and reduces carbon emissions.

Phase Three – New Facility Maintenance Building

The A&E firm will provide full design and engineering services for a new facility maintenance building that would be located in the current location of BFT's MOA. The new building will include for facilities:

- Facility maintenance staff offices
- Shop area to repair and assemble equipment, such as bus stop shelters, snow plows, etc.
- Storage for housing a tractor and attachments
- Storage for winter items such as ice melt
- Equipment for Facilities maintenance activities

Facility should be designed with the potential for future expansion. The A&E firm needs to incorporate technology and products that reduce energy consumption, reduce building operating costs, and reduces carbon emissions.

Phase Four – Security Analysis of MOA and Three Rivers Transit Center

A&E firm will conduct an analysis of the MOA to review the current facilities in the following locations:

MOA located at: 1000 Columbia Park Trail, Richland, WA

Three Rivers Transit Center located: 7109 West Okanogan Street, Kennewick, WA

The proposal includes developing a security master plan including implementation and potential

physical security upgrade costs for recommended improvements resulting from the study. The actual services to be performed will be determined by BFT, to include, but not limited to the following areas:

- Comprehensive security report that addresses the security risk based on requirements of each particular site
- A security threat assessment which will identify security related threats from internal and external sources for during and after operating hours
- Identification of critical assets and pair most likely threats to identify most likely security scenarios on which to base the security program, analyze vulnerabilities, assess impacts of threat scenarios, identify actions that mitigate risk and provide an analysis of mitigation actions.
- Note: analysis should not include the electronic infrastructures – i.e. computer and communication systems.
- A physical evaluation of areas surrounding the buildings including loading docks, service areas, parking lots

The A & E firm will deliver a Security Risk Assessment Report and Master Plan including cost estimates which will provide recommendations for:

- Technical and physical security measures to mitigate or reduce risk to staff, information and physical assets (facilities) including specifications for any recommended system installations
- Modifications to existing policies and procedures as appropriate
- Initial incident response measures for security driven events
- Implementation strategies with detailed security design cost estimates for recommended measures
- Two presentations to management to review findings and recommendations.

Phase Five – Security Improvements to MOA and Three Rivers Transit Center

The A&E firm will provide full design and engineering services for upgrading security system and any related facilities that may need to be improved at MOA and 3 Rivers Transit Center.

Examples would include, but no be limited to the following:

- MOA security gate for vehicle yard
- MOA customer service desk
- Proxy card system for MOA and Three Rivers Transit Center
- Three Rivers Transit Center customer service desk area

Facility improvements should be designed with the potential for future expansion.

Phase Six – Additional Improvements at MOA

The A & E firm will provide additional design and engineering services that may be required not listed in phases 1 through 5.

SCOPE OF ELEMENTS REQUIRED IN THE DESIGN PROCESS FOR ALL PROJECT PHASES

Project Management

The A&E firm will manage projects through a process of open and frequent communication. The A&E firm will be expected to facilitate regular in-person meetings organized around key deliverables. A & E firm will be able to commit to making staff readily available through the duration of the project.

The A&E firm will employ a thorough quality assurance and project management process, which includes multiple levels of review of all draft and final products, as well as meticulous tracking of budget costs. As a result, the A&E firm will manage both the budget and the deliverables to maintain project flow and timeliness.

Project Initiation

To initiate the work, key members of the A&E firm team will meet with BFT's and its partners for an on-site project kick-off meeting to review the scope of work, schedule, and to refine project details. BFT values the importance of ongoing value-added communication and expects well-established and maintained lines of communication throughout the project. At the kick-off meeting, the A&E firm will:

- Clarify project objectives, priorities, and deliverables
- Identify and discuss critical local or regional issues
- Develop a schedule for meetings

- Identify project contacts and establish interface protocols between the consulting team, BFT, and any other parties that will be involved in the design process
- Discuss data/mapping needs and other resources
- Review the work plan with associated milestones
- Develop a stakeholder and community outreach plan, including its objectives, format and participants

Public Outreach and Involvement

BFT may suggest a public participation plan be defined early in the process to provide ample access for public input. BFT feels that a successful approach is built early in the design process to:

- Spread the word about public transportation in the area
- Incorporate key concerns and ideas into the multimodal transportation center design process
- Build interest, support, and consensus among stakeholders and customers. Outreach elements will include meetings with BFT's Communications and Marketing staff, the public, local officials, BFT employees, and interest groups, as well as local stakeholders. The A&E firm will prepare all materials for the public outreach sessions and steering committee meetings, which will be reviewed by BFT. Meetings with local staff, and other identified stakeholders will be held at milestone points in the process. Meetings with local officials, employees, and interest groups will be held in conjunction with those meetings, with a cross-section of attendees, and as one-on-one stakeholder meetings, which are very useful in assessing the interest of each individual party in developing plans.

The A&E firm will coordinate with BFT's staff to identify a public involvement plan that is acceptable for the individual project. The number, date, and format of public outreach sessions will be coordinated with BFT.

National Environmental Policy Act (NEPA) Documentation

On projects with federal funding and/or other funding sources that require NEPA documentation, the A&E firm will prepare a detailed environmental document in compliance with NEPA requirements. Projects may require any of three different levels of analysis including:

- Categorical Exclusion (CE) Determination
- Environmental Assessment/Finding of No Significant Impact (EA / FONSI)

- Environmental Impact Statement (EIS)

The A & E firm should be prepared to provide services in support of the required analysis including Archaeological Survey, Cultural Historic Inventory, Ecology Assessments, Protected / Endangered Species Habitat Assessment, Air Quality Impacts Assessment, Noise Assessment, documentation, Public Involvement Plans, and other requirements of analysis.

Design Development Documents

The A&E firm will prepare design development documents for the approved concept. This will include reviews by BFT's staff and will include addressing initial reviews. These will include the following:

Geotech and Site Survey - A&E firm may be required to provide site survey services that include:

- Geotechnical Investigation and Report – The contractor will obtain test borings in the area of proposed construction. Test borings should be taken in the location of the building and additional borings should be taken at other structural elements and/or retaining wall locations.
- A survey including boundary and topographic elements will be provided for BFT's site. Additional survey will include the adjacent street, Right of Way, and sidewalk adjacent to the site and shall include survey for anticipated roadway/intersection improvements. All mapping will include contours, site features, roads, structures, existing overhead traffic signals, existing signal equipment, and above and underground utilities.
- A hazardous material review of the site will be performed.

Design Development Plans - The A & E team will provide documents to a 30% design completion level. This includes the following tasks;

- Traffic, pedestrian, and bicycle safety review and bus turning radius analysis. Traffic counts will be performed at the adjacent intersection and a traffic operations analysis will be completed. This will include a simulation of operations both before improvements and after improvements. A brief letter traffic report will be developed. This will support BFT's review of operations and support of permit requests.
- Signage and Pavement Marking Layout- Signage and pavement marking plans will be produced for the site and adjacent street network including the proposed site layout, intersection/signal modifications, bus-pull offs and driveway modifications to the site. Site specific wayfinding signage should be included both inside and outside of structures.

- Traffic Signal Plans – The A&E firm will provide the signal modification plan that will incorporate Transit Signal Priority (TSP) and accommodate bus pull-offs with potential queue jumping. A&E firm will provide signal pole design as well as detection, signal heads, initial signal timing, specialty markings, and cabinet/controller layout with all associated appurtenances for a fully functional signal within the signal system. The traffic signal will be designed in accordance with WSDOT and local jurisdictions.
- Erosion and Sediment Control – Provide disturbance limits and identify locations of silt fence, catch basin inserts, and other best management practices (BMP).
- Civil Site Plans- Provide Layout Sheet, Grading & Drainage Sheet, General Notes Sheet, and Details Sheet to a 30% design level in full compliance with the reviewing agency’s land development standards in preparation for a Building Permit. These plans will include construction on-site and the interface with adjacent street and pedestrian elements to the site.
- Drainage, Hydrology, Hydraulics Calculations: Provide initial calculations and documentation for required water quality devices, detention, site drainage structures, and interface to the existing drainage network at site outfall points. Required water quality BMP’s, detention, site drainage, and outfall points will be shown on the Grading & Drainage Sheet.
- Utility Coordination and Relocation Plans: Provide waterline and sanitary sewer service line locations and ties to existing adjacent utilities. Provide relocation plans for utilities discovered on-site that conflict with anticipated grading and/or structures.
- Facility/Architectural Plans: Provide architectural plans and elevations with overall dimensions and material callouts for the desired facility to a 30% completion level.
- Communications Layout - The design of site communications will be implementing current Agency standard components with connections using the Agency’s communications protocol.
- A&E firm will provide the location for fare collection equipment and appropriate conduit/connections.
- A&E firm will implement BFT’s standards and designs for any branding or advertising required for the site.
- Lighting Layouts - Areas of low lighting will be identified and appropriate lighting fixtures designed to fit the community context.
- Landscaping Layouts – The appropriate level of landscaping for the size of facility, budget, and community context will be provided.

- Opinion of probable costs.
- Draft specifications

Develop Bid and Final Construction Documents

A&E firm will develop the bid drawings incorporating BFT's comments to a set of bid ready drawings, specifications and cost estimates. The A&E firm will adhere to Buy-America provisions and other competitive bidding requirements in the final design to allow for the inclusion of Federal Transit Administration funds when applicable.

- Architectural: Final floor plans, building sections, wall sections, details, and schedules for canopy shelters and waiting\restroom structure will be provided.
- Structural: Final foundation and framing plans, sections and details. Site wall design will be performed in conjunction with information on the completed Grading and Drainage plan.
- Mechanical\HVAC: Final plumbing plans for restrooms, roof and floor drains. HVAC for the waiting\restroom structure will be provided.
- Communications Layout: The final design of site communications will be completed using BFT's communications protocol.
- The A&E firm will provide the location for fare collection equipment and appropriate conduit/connections based on information provided by BFT.
- Lighting and Electrical: Electrical single line power diagram, building power and lighting plans, site lighting plans, equipment schedules and details will be provided.
- Traffic control plans will be produced in anticipation of sidewalk and curb relocation/refurbishing. These plans will include lane closures, traffic shifts, and temporary modifications to the signalized intersection as required.
- Signage and Pavement Marking Layout: Signage and pavement marking plans will be finalized including construction notes and specifications. Final site-specific wayfinding signage should be included both inside and outside of structures.
- Erosion and Sediment Control: Disturbance limits and locations of silt fence, catch basin inserts, and other Best Management Practices (BMP) will be finalized. The Storm Water Pollution Prevention Plan (SWPPP) for the proposed site will be finalized and a Notice of Intent (NOI) will be submitted.

- Civil Site Plans: Provide Layout Sheet, Grading & Drainage Sheet, General Notes Sheet, and Details Sheet to a complete design level in full compliance with the reviewing agency's land development standards and submitted for a Building Permit. Construction level details notes, and specifications will be added.
- Landscape: Final plans and details will be provided.
- Drainage, Hydrology, Hydraulics Calculations: Detention and water quality calculations will be finalized for review and approval.
- Utility Coordination and Relocation Plans- Construction level details will be added to the Utility plans. Permits will be acquired from appropriate utility providers and reviewing agencies.
- Architectural renderings will be finalized.
- Traffic Signal Plan: The A&E firm will provide the signal modification plan that will incorporate Transit Signal Priority (TSP) and accommodate bus pull-offs with potential queue jumping. The A&E firm will provide a signal modification plan. The A&E firm will provide signal pole design as well as detection, signal heads, initial signal timing, specialty markings, and cabinet/controller layout with all associated appurtenances for a fully functional signal within the signal system. The traffic signal will be designed in accordance with WSDOT standards and submitted for permit and approval.
- Technical specifications for each discipline and system will be finalized.
- The A&E firm will coordinate with BFT on final front end specifications and requirements.
- The A&E firm will update probable construction costs/engineers estimate.

Bidding Services

The Full Construction Bid Documents will be prepared to allow BFT to advertise the construction project for competitive bidding. The A&E firm will assist BFT staff in the review of all bids and make a recommendation concerning contract award. The A&E firm will attend pre-bid meeting(s), and the bid opening.

Construction Engineering Assistance / Management Services / Inspection

The A&E firm will provide construction management and assistance based on the needs of BFT and the complexity of the designed facility. The A&E firm will be required to maintain accurate records and documentation to be in full compliance with the requirements of the designed facility's funding source requirements. Funding sources may be private, local, state, federal

and/or a combination of sources. The A&E firm will have the capabilities to facilitate, manage, and provide oversight for the following tasks:

- Preconstruction Meeting
- Keep Accurate Records and Documentation of Construction and Materials Required for the Funding Sources
- Contractor Pay Application Approvals
- Weekly/ Biweekly Construction Progress Meetings
- Materials Testing / Validation
- Limited or Full Time Construction Inspection
- Managing Request for Information (RFI)
- Manage Change Order Requests
- Facilitate and Coordinate Final Walkthrough
- Provide and /or Manage the Production of Accurate As-builts/Record drawings

The purpose of this RFQ is to obtain a qualified Contractor to provide a full range of Architecture and Engineering services and related services necessary to execute a variety of transit facilities and capital projects on a task order basis. BFT estimates the potential value of the task order A & E contract to be up to \$500,000.

- A. The initial period of performance for the contract will be for three (3) years. BFT reserves the right to extend the contract up to a total of two (2) years after the initial three (3) year term.
- 1) Note: there is no guarantee that all the task orders will be completed. BFT does not guarantee that the Firm will receive a specific volume of work, a specific total contract amount, or a specific task order value.
 - 2) Note: at any time during the funding year, all projects and subsequent task orders may be subject to change if there is a change in funding levels or project priorities.
- B. Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will be negotiated and will have a specific scope, budget and schedule for the services required. BFT will not compensate the contractor for work associated with negotiation of the scope, schedule and budget of individual task orders. Because of funding reasons BFT has split the projects into seven task orders.

- C. Projects may include firm to provide Budget planning services, Survey work, Hydraulic Reports, Complete Environmental Documentation depending on location and funding, Preliminary Design and Estimates, Landscaping design, Illumination design, Public Art Facilitator Services, Security Specialist Services, obtain permits and approvals as required, Prepare Specifications and Estimates for projects, Provide complete bid documents and Construction Manager/Oversight Services, including, but not limited to contract compliance, taking meeting minutes, coordinating/routing/processing submittals, request for information, special inspections, Change orders, and justification for change orders, Geotechnical Services, AutoCAD drawing Expert/technician Services and Traffic Engineering Services.
- D. Notice: If firm is selected to enter into negotiations with BFT, the selected firm and subcontracting firms, if any, will be asked to submit an Architect-Engineering Cost Estimate on GSA Form 2630 or other mutually acceptable format. An overhead factor shall be applied to the costs appropriately and a fixed-fee (profit) proposed. These costs, once agreed to, shall form the basis for a billing/payment provision. Community Transit reserves the right to request documentation supporting the proposed overhead rate of both the selected firm and subcontracting firm. Such information shall include but not be limited to:
1. A statement about the firm's accounting system indicating the following:
An overview of the accounting system and its capability to track costs and provide financial information; and b. Written procedures and policies concerning the accounting system, time keeping, payroll, purchased services and materials, direct and indirect cost control, asset capitalization, depreciation, and pre-contract costs.
 2. Chart of accounts including definition of what is included in each account.
 3. A statement indicating the basis for the overhead rate and whether it is historical information or projections. If it is projections, then indicate both historical and future and explain the change from historical information to the future. In executing this contract, the contractor shall certify that the overhead burden rate information separates direct and indirect charges and that the indirect charges do not include any unauthorized charges per the Federal Acquisition Regulations Part 31.
 4. Audit rate information, audited by a cognizant Federal or State governmental agency, if available.
 5. Proof of adequate financial resources available to the contractor for the prosecution and completion of the work hereunder. Such information could include:
 - a. For each of the past three years, copies of balance sheets, profit and loss statements of changes in financial position, including footnotes and auditor's opinions on financial statements, or annual reports to stockholders; or,

INSPECTION OF COST DATA

BFT shall have the right to examine and audit all books, records, documents and other data of the contractor related to pricing or performing the contract in order to evaluate the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to

all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used.

Listed below are seven task orders that are listed in random order, BFT intends on Task Order one to be the first project.

3. QUALIFICATION REQUIREMENTS

Qualification Submission

Interested parties should submit five (5) copies of their qualifications **no later than March 19, 2019, by 2:00 PM PST**. All copies must be delivered or mailed to arrive at Ben Franklin Transit's Administration offices located at 1000 Columbia Park Trail, Richland Washington 99352. Qualifications must be in a sealed container and marked with the words "RFQ 03-19 A & E Proposals".

Responsible Firm

BFT will make the following judgments in determining responsible Firms: The ability, capacity, and skill of the Firm to perform the contract or provide the service required; whether the Firm can perform the contract within the specified time frames; the quality of performance by the Firm on previous and similar contracts; the financial stability of the Firm, or any other information that may be at the disposal of BFT in making the determination of a responsible Firm.

QUALIFICATION CONTENT

- Cover Letter
- Approach and Proposed Scope of Work
- Proposed Staff
- Identify key personnel, Sub-contractors, and estimated hours by task. The project manager must be identified.
- Identify level of DBE participation. Discuss team firm's EEO approach and results.
- Proposed time line with key milestones for the design and construction
- Required certifications

Statement of Qualification (SOQ)

General Requirements:

- A. The SOQ must reply to each of the items contained in this Section. Responses should be in the same order as listed below. The SOQ should provide a concise description of the Contractors ability to meet requirements of this RFQ. Emphasis should be on completeness and clarity. The SOQ shall be tabulated in separate sections according to the breakdown of SOQ content requirements below.
- B. The SOQ shall not exceed 35 pages, which includes the 1-page Cover Letter. Electronic or faxed qualifications/proposals will not be accepted.

- C. All materials shall be 8-1/2" x 11" format and bound vertically on the 11" side. One page is considered to be one side of a single 8-1/2" x 11" page, and the minimum font is 10 point for the text (Proposers may use their discretion for other materials, e.g. graphics). Proposals using a type smaller than 10 point and Proposals exceeding the page limit shall be considered non-responsive.
- D. BFT may, contact a Contractor and during a telephone conference and ask clarifying questions concerning the Proposers submittal.

Public Disclosure

- A. Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.56, BFT will regard proposals as public records which will be available for public inspection and/or copying following contract award, regardless of any markings or notices contained in the proposal documents. Information will not be released by BFT prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law. All proposals will remain confidential until a contract is awarded and fully executed by all parties involved.
- B. If a Contractor considers portions of its proposal to be protected under Washington State Law, the Contractor shall clearly identify and mark such portions as "CONFIDENTIAL" or "PROPRIETARY" and submit such portions in a sealed envelope separate from the rest of the proposal. Marking the entire proposal as confidential or proprietary will not be honored and such proposals may be rejected as non-responsive.
- C. If a member of the public or another competitor demands to review portions of a proposal marked "Confidential", BFT will notify the affected Contractor of the request and the date that such records will be released, unless the Contractor obtains a court order enjoining that disclosure. It will be the responsibility of the Contractor to protect the confidentiality of any information submitted in the Proposal and the Contractor shall take such legal actions as it may determine to be necessary to protect its interest. If the Contractor has not commenced such actions within five (5) calendar days after receipt of the notice, BFT will make the requested portions available for review and copying by the public. The Contractor will assume all liability and responsibility for any information declared confidential and shall defend and hold BFT harmless for any cost, penalties, and/or fees (including reasonable attorney fees) incurred in any action regarding the disclosure of said information. BFT assumes no responsibility or liability for any losses or damages which may result from the information contained in the proposal.
- D. By submitting a proposal, the Contractor has thereby agreed to the provision of this section.

PROPOSAL CONTENT REQUIREMENTS

The Proposal must describe Contractor qualifications, intended performance, proposed for the prescribed activities and the resources required to perform the services by addressing the Proposal Content requirements described below (not including information may cause BFT to reject proposal). BFT requests the proposals be less than 35 pages in length, single sided.

- A. *Cover Letter*: Contractor provides a letter expressing Proposers interest in the Project and committing to the obligations expressed in the RFQ. The letter, signed by an authorized representative of the Contractor, must specifically stipulate that the Contractor accepts all terms and conditions contained in the RFQ.
- B. *Firm Background/Achievements/Awards and Philosophy of Professional Services, etc.*
- 1) Provide a brief background of the firm, how long the firm has been in business, growth, areas of specialization, etc.
 - 2) Discuss the philosophy of the firm regarding client involvement in the design process.
 - 3) Discuss the qualities the firm looks for in a client and how that contributes to a successful project.
 - 4) Discuss the firm's expectations of the client during the design process.
 - 5) Provide background in the firm experience working on projected that were funded with the Washington State Department of Transportation and Federal Transit Administration.
 - 6) *List your projects that are similar to the proposed projects.* List the name of the projects, the date of occupancy, the cost, size of project, name of owner(s) with contact information.
 - 7) *Discuss the proposed team including Contractors.* List at a minimum the following: (some individuals may fulfill more than one role)
 - a. **Principal in Charge**-this will be a person in an ownership position who will be responsible for the project.
 - b. **Project Manager**-the person who will be the primary owner's contact in the firm, this is the person responsible for managing the other team members.
 - c. **Project Designer**-the person responsible for design issues and progress.
 - d. **Project Architect**-the person responsible for the drawings and specifications.
 - e. **Civil Engineer**-the primary contact for civil issues.
 - f. **Landscape Architect**-the primary contact for site planning and landscape issues.
 - g. **Mechanical Engineer**-the primary contact for plumbing, heating ventilating and air conditioning design
 - h. **Electrical Engineer**-the primary contact for electrical engineering. At the Proposers option, they may list a second firm for low voltage design.
 - i. **Security Systems Engineer** – Video systems, door-lock systems, etc.

Include the following information with the team members listed above in section B.

1. For each firm and individual list the person's name, role, education,

experience, years employed at the firm, and relevant experience in the design and construction oversight of a park & ride lot.

2. For each person's relevant experience projects, list the owner's name, project type, project budget, date of completion, project role, etc.
3. For experience with a firm other than the proposers, put a double asterisk, (**), after the project name.

C. Design Approach for the MOA Analysis and other facilities

- a) Provide a commentary, and/or graphic, about the site and its effect on generating building design criteria.
- b) Provide a commentary on work which has been done to date.
- c) Prepare and discuss a design schedule, including all deliverables, and first order of business in beginning the project.

D Cost Control-Discuss your firm's technique and record for controlling construction costs at each phase of the project's design and construction, including change orders.

E. Is your firm a Federal Certified Disadvantaged Business Enterprise (DBE) by the State of Washington or any of your sub-contractors?

F. Describe firms experience and knowledge of Federal Transit Administration policies and procedures.

G. REQUIRED

Proposer shall include the following certifications with their proposal:

- a) Firm Name & Authorization
- b) Debarment, Suspension
- c) Non-Collusion Affidavit
- d) Statement of Qualifications
- e) Certification Regarding Lobbying

4. PROPOSAL EVALUATION PROCESS

BFT will establish a committee, consisting of staff members, who will evaluate the proposals on the experience and judgment of each member of the committee and any other experts or consultants the committee may choose. All aspects of the evaluations and any negotiations, including documentation, correspondence and meetings, will be kept confidential by the Evaluation Committee. No information regarding any proposal or its evaluation will be discussed with other firms until after contract award.

BFT **may** require the selected Contractor to participate in contract negotiations. BFT's requirement that the selected Firm negotiate is not a commitment by BFT to award a contract. Time is of the essence, if BFT determines that it is unable to reach an acceptable contract with the selected Contractor, including failure to agree on a fair and reasonable cost proposal for providing internet services or any other terms or conditions, the Procurement Supervisor may ask the General Manager to terminate negotiations with the selected Contractor, and to negotiate with any of the other qualified Contractor, until such time as BFT has negotiated a contract meeting its needs.

BFT reserves the right to seek clarification of any information that is submitted by any Contractor in any portion of its proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Firm may void the proposal and eliminate the Contractor from further consideration.

BFT reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.

Proposals will not be publicly opened and will be kept strictly confidential until Contract is awarded.

EVALUATION CRITERIA

Proposals will be reviewed for compliance with the requirements of the RFQ.

Proposals will also be scored on the clarity and completeness of their submittals. Points will be awarded as described below. The maximum points available are 125.

Final selection and ranking will be based on the following criteria and points:

EVALUATION OF QUALIFICATION STATEMENTS

Qualified Consultants will demonstrate a combination of corporate and staff experience in planning, designing, and delivering exemplary projects that include the above components (not limited to Washington State). BFT expects that qualified consultants will also address the specific requirements of transit capital projects that receive any combination of local, state and federal funding and are planned, designed, and built under Washington's planning and environmental requirements. BFT anticipates interviewing a shortlist of Qualified Consultants based on their responses in the following categories:

- The overall corporate experience and capabilities of the Consultant and team: 30 points
 - *Proof: Experience in all phases of project development for similar facilities, designed on time and within budget, and with client references. Cover Letter (1 page), Narrative/Statement of Work, Project Experience.*
- The experience of the Task Leads/Managers assigned to the project: 25 points
 - *Proof: Summary biographies of staff that demonstrate experience with similar facilities, including those referenced by the Consultant in their corporate experience.*
- The experience of the Project Manager assigned to the project: 15 points
 - *Proof: Qualifications and experience in delivering capital projects or programs similar in scope and scale to the facilities identified in the scope of work.*

- The experience of the Construction Manager assigned to the project: 15 points
 - *Proof: Qualifications and experience in delivering major capital projects or programs similar in scope and scale to the proposed facilities.*
- Experience in delivering best practices in key project elements: 15 points
 - *Proof: Evidence of exemplary work covering the core requirements of the RFQ, as shown in the cover letter, proposal narrative, staff resumes, corporate experience, and Exemplary Case Studies (with each case study identifying the core competency, the project outcome, client reference details, and staff included in the proposal who worked on the project).*
- Optional Interview: 25 points
 - *BFT reserves the right to award a contract without interviews or to interview any number of proposers based on the overall Proposal Evaluation Score. BFT expects to request interviews from no more than three proposers (or teams). BFT will provide instructions to shortlisted proposers in advance of interviews. BFT will award up to 25 additional points to the Proposal Evaluation Scores in areas of expertise based on interview areas of technology, sustainability, innovation, and questions.*

INTERVIEW PROCESS

BFT may select the top ranking SOQ's, based on the evaluation criteria described above, they will be invited for an interview with the Selection Committee tentatively scheduled for the first or second week of April. The Selection Committee will decide on the number of the Proposers to be invited for an interview. Proposers will be notified of the interview location, their assigned time, with notification of their finalist status. The interview will be no more than one (1) hour in length. The interview will consist of a presentation by the Proposer to provide a summary of its' Proposal, followed by a question and answer session.

The Selection Committee will score and select the apparent successful Proposer based on the written proposal, interview presentation and the responses to the interview questions presented during the interview. The Selection Committee will compile and average the interview scores given by each member of the Selection Committee, then rank the interviews based on total average scores received for each Proposer. The committee will make the selection pursuant to review of the interviews and scoring results. A Cost proposal will then be requested from the Consultant determined to be the most qualified. Negotiations will be held with the selected Consultant.

Should the parties be unable to agree on satisfactory terms for the contract, the Consultant selected as the second most qualified may be invited to submit a cost proposal and continue to the third if needed. The final decision regarding the contract award will be made by BFT Board of Directors. It is anticipated that a contract will be awarded on May 9, 2019.

The Proposer must request changes to the RFQ language, terms and conditions prior to RFQ

due date and time.

Following is the tentative schedule for consultant selection and project initiation:

| | |
|------------------------------------|---|
| RFQ Release | February 5, 2019 |
| Pre-Proposal Meeting | February 20, 2019 at 1:30 PM |
| Proposal Clarifications Due | March 12, 2019 no later than 2:00 PM (PDT) |
| Qualifications/Proposals Due | No Later Than 2:00 PM (PST) on March 19, 2019 |
| Est. Oral Presentations (Optional) | April 2 - 4, 2019 |
| Estimated Contract Award | May 9th, 2019 |

5. AWARD

BFT shall evaluate all proposals submitted and determine which proposal submittal is in the best interest of the agency. BFT at its sole discretion reserves the right to accept or reject any and/or all proposals submitted and to waive minor informalities and irregularities to serve the best interest of BFT. BFT may enter into a contract with the successful Qualifier within ninety (90) days of the closing date or may extend this time frame or exercise the right to reject all proposals.

Proposals shall be valid for ninety (90) days from proposal due date. Note: Proposals shall be sealed and BFT will not accept proposals via fax machine or other electronically transmitted means.

Cost of Proposal Preparation

The Contractor is responsible for all and any costs associated with preparation and/or delivery of the proposals and any and all incidental costs associated with the clarification, presentation, or amendment of the proposal. BFT does not expect the written proposals to be expensive or ostentatious.

Disposition of Late Proposals

It is the responsibility of the CONTRACTOR to ensure that proposals are received by the specified date and time. Proposals received after the specific deadline will not be accepted and will be returned unopened.

Withdrawal or Modification of Proposals

A modification to a proposal already received at BFT shall be considered only if the modification is requested prior to the date/time for the submittal of final proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal. Any modification of the proposal or quotation, except a modification resulting from BFT's request for a "best and final" offer, is subject to the same conditions.

Proposals may be withdrawn by written or fax request received from Contractor prior to the date/time for the submittal of final proposals. Proposals may be withdrawn in person by a Contractor or an authorized representative if the representative's identity is made known and the representative signs a receipt documenting the withdrawal of the proposal.

No Consultants may withdraw a proposal after the time and date for submittal of final proposals, unless the resulting Contract award is delayed for a period exceeding ninety (90) days from the deadline for receipt of proposals. BFT reserves the right to request that the Consultant grant an extension to the proposal validity period.

No consideration shall be given by BFT to a claim of error in a proposal unless written notice of error and supporting evidence of such claim, including cost breakdown sheets, are delivered to BFT within forty-eight (48) hours of the opening of proposals. Any review by BFT of a proposal and/or any review of such a claim of proposal error (including supporting evidence) imposes no duty or liability by BFT to discover any other error or mistake, and the sole liability for any proposal error or mistake rests with the Consultant.

6. SINGLE PROPOSAL PROCESS

If only a single proposal is received, BFT may require that the Consultant provide verification of cost/price reasonableness, which may include but is not limited to: a cost analysis or a price comparison between the proposed price and that of similar items, materials, supplies, and/or services to confirm that the proposal submitted price is fair and reasonable. If requested, the Consultant shall provide the cost analysis or price comparison within seven (7) calendar days of the date requested. BFT reserves the right to reject or accept the proposal submitted on the basis of verification of price reasonableness.

7. PROCUREMENT PROTEST PROCEDURE

A. Bidders, proposers and/or taxpayers wishing to protest the legitimacy of any type of procurement action outlined in this manual must submit their pre-award Notice of Protest in writing no less than eight (8) working days before the bid opening date. A protest of a proposed award or of an award shall be filed within seven (7) business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner.

B. The Notice of Protest process:

- a) The Notice of Protest shall state in detail all issues and facts applicable to the protest. Issues and facts not stated in the Notice of Protest will not be considered.
 - b) A meeting(s) will be called within three (3) working days of receipt of the protest and will include representatives from BFT and the protesting party to discuss the issue related to the protest. The protest meeting may be held in person, or by teleconference.
 - c) A final determination will be made by the BFT General Manager within three (3) working days of the final meeting and the protestor shall be notified of the decision in writing by the Authority by regular mail.
 - d) The General Manager may, at his sole discretion, extend the limits of the timeline outlined above.
 - e) The decision of the General Manager shall be final. Any appeal of the Manager's decision will be governed by FTA, if applicable.
 - f) Failure of the protestor to specify their objections in writing and in accordance with the specified time deadlines shall constitute a waiver of all right to protest.
- C. This protest procedure shall be made known to all prospective Consultants and is included or referenced in the requirement section of all solicitation documents.
- D. All communications with the parties involved, including BFT staff or board members concerning protest, shall be in writing, and will be open for public inspection. BFT shall be responsible for compiling and maintaining the written protest record.
- E. FTA may entertain a protest that alleges that BFT has failed to have or to follow written protest procedures. Such protest must be filed with FTA no later than five (5) days after the Manager has rendered his final decision or five (5) days after the protestor knows or has reason to know that the Manager has failed to render his final decision. Such protest to FTA must be filed in accordance with FTA Circular 4220.1F, as periodically updated.
- F. When a protest has been timely filed with BFT before award, BFT shall not make an award prior to five (5) days after the resolution of the protest, or if a protest has been filed with FTA, during the pending of that protest, unless BFT determines that:
- a) The items to be procured are urgently required;
 - b) Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - c) Failure to make prompt award will otherwise cause undue harm to BFT or the Federal Government.

In the event that BFT determines that the award is to be made during the five (5) day period following the local protest decision or the pending of protest, BFT shall notify FTA prior to making such award. FTA will not review the sufficiency of BFT's determination to award

during the pending of protest prior to FTA's proposal protest decision. FTA reserves the right not to participate in the funding of any contract awarded during the pending of protest.

SECTION II. TERMS AND CONDITIONS INCLUDING FTA PROVISIONS

8. PERFORMANCE

- a) The Contractor will perform all work, furnish all labor, necessary supplies, travel expenses, and equipment for the proper execution of performance described in scope of work. The Contractor's proposal is a part of this contract and describes the service provided.
- b) All performance must be done in strict accordance with the Contract Documents, including RFQ 03-19, Cost proposal and any Addenda.
- a) The Contractor agrees to comply with all applicable provisions and the most recent amendments of state and local laws and regulations.

9. PAYMENT

BFT shall pay the Contractor, upon completion of the scope of work agreed to by both parties, submission of proper invoice, the prices stipulated in this contract for services rendered and accepted, less any deductions provided in this contract.

Payments Due. Services will be invoiced and due thirty (30) days after receipt of an invoice.

Interest on Past Due. Any amounts due in connection with this Agreement which is past due will incur finance charges at the rate of one-half of one percent per month (6% APR). Contractor will provide an invoice on Contractor's letterhead for goods or services received. Each invoice will be number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address (if different from "a" above)
- c. Description of service provided
- d. Contract or P.O.

Invoices and support documentation are to be addressed to:

Ben Franklin Transit
Attention: Accounts Payable
1000 Columbia Park Trail
Richland, WA 99352

10. CONFLICT OF INTEREST AND NON-COMPETITIVE PRACTICE

A. Conflict of Interest

Contractor agrees that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives hereafter acquire such a conflict of interest, it shall immediately disclose such interest to BFT and take action immediately to eliminate the conflict or to withdraw from this contract, as BFT may require.

B. Contingent Fees and Gratuities

1. Contractor agrees that no person or selling agency except bona fide employees or designated agents or representatives of Contractor have been employed or trained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any of its agents, employees or representatives to any official, member or employee of BFT or other government agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

11. TERM OF CONTRACT & PRICE CHANGES

The contract period will be from May 20, 2019 through May 31, 2022 with an option to extend the period for up to an additional two (2) years, by mutual written agreement between BFT and the Contractor. If the contract is renewed, the same terms and conditions shall apply.

12. NOTICE OF IMPAIRED PERFORMANCE

Whenever an actual or potential event such as a labor dispute, act of God, change in Contractor's business or any other event is impairing the performance of the Contract, BFT will immediately give notice thereof including all relevant information with respect thereto.

13. INDEPENDENT CONTRACTOR

- A. The parties intend that an independent relationship will be created by this Contractor. BFT is interested primarily in the results to be achieved; the implementation of services will lie solely with Contractor. No agent, employee, servant or representative of Contractor shall be deemed to be an employee, agent, servant or representative of BFT for any purpose, and the employees of

Contractor are not entitled to any of the benefits BFT provides to its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, servants, subcontractors or representatives during the performance of this Contract.

- B. In the performance of the services herein contemplated, Contractor is an independent Contractor with the authority to control and direct the performance of the details of the work. However, the results of the work contemplated herein must meet the approval of BFT and shall be subject to BFT'S general rights of inspection and review to secure the satisfactory completion thereof.

14. ACCESS TO RECORDS AND AUDITS

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

Contractor shall maintain books, accounts, records, documents, and other evidence pertaining to the costs and expenses allowable under this Contract in accordance with generally accepted accounting practices.

Also, all such books of accounts and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of BFT and of the Washington State Auditor at all times and Contractor shall afford the proper facilities for such inspection and audit. Such books of account and records may be copied by BFT where necessary to conduct or document an audit.

15. FEDERAL/STATE AND LOCAL TAXES

BFT is not exempt from Washington State Sales Tax. The Contractor shall be responsible to pay all taxes associated with the project, including but not limited to:

State Utility Tax
State Sales and Use Tax on vehicles and other equipment
State B & O Tax

16. LEGAL REMEDIES

This Contract shall be construed in accordance with the laws of the State of Washington, and in any disputes arising under the terms of, or in connection with this Contract, both parties agree that venue shall be in the courts of Benton County in the State of Washington.

17. COORDINATION OF THE WORK

BFT designates Jerry Otto, Assistant General Manager or his designee as its representative authorized to act on its behalf in the direction of the work under this Contractor. This authority

does not extend to issuing directives outside the scope of or contradictory to the provisions of this Contract.

Contractor shall designate a representative to act on its behalf. Said representative shall have full authority to direct all affairs with respect to the work performed under this Contract.

18. ASSIGNMENT AND/OR SUBCONTRACTING

BFT and Contractor, each for himself, binds himself, his principals, successors, assigns and legal representatives of such party in respect of all covenants of this Contract. This Contract and all obligations arising thereunder shall not be sold, assigned or transferred by either party without the previous consent in writing of the other party to this Contract.

The performance of all activities contemplated by this Contract shall be accomplished personally by Contractor, persons and Sub-Contractors identified in the submittal. Contractor shall not assign or subcontract performance to others unless specifically authorized in writing by BFT in advance. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.

19. SEVERABILITY

Should any part, term or provision of this Contract be decided by the courts to be illegal or in conflict with any applicable statute or regulation, the validity of the remaining portions shall not be affected thereby.

20. TERMINATION OF CONTRACT

Termination for Convenience or Default

BFT may terminate this contract in whole or in part, for BFT convenience or because of the failure of the Contractor to fulfill any/all contractual obligations. BFT shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the BFT Procurement Representative all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of BFT, the BFT Procurement Representative shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the 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 the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of BFT.

- A. Opportunity to Cure,** BFT in its sole discretion may, in the case of a termination for breach or default, allow the Contractor **ten (10) business days** in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to BFT's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within **ten (10) business days** after receipt by Contractor of written notice from BFT setting forth the nature of said breach or default, BFT 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 BFT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- B. Waiver of Remedies for any Breach,** In the event that BFT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by BFT shall not limit BFT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

21. NON-DISCRIMINATION ASSURANCES

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall enforce all applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. 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 other such remedy as BFT deems appropriate.

22. DBE ENTERPRISE GOALS

- 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 agency's overall goal for DBE participation is 4%. A separate contract goal of DBE participation has not been established for this procurement.
- B. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted 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 BFT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

- C. 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 BFT. In addition, the Contractor may not hold retainage from its subcontractors; is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed; is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the BFT and Contractor's receipt of the partial retainage payment related to the subcontractor's work.
- D. The Contractor must promptly notify BFT, 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 BFT.

23. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Pursuant to Executive Order 12549 and federal regulations in 49 CFR 29, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under this contract. To assure that such entities and individuals are not involved as participants on this FTA-financed contract, each Contractor shall complete and submit, as part of its proposal, the certification contained with the attached forms for itself and its principals. The inability of a Contractor to provide a certification will not necessarily result in denial of consideration for contract award. The certification is a material representation of fact upon which reliance is placed in determination of award of contract. If at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to BFT. If it is later determined that the Contractor knowingly rendered an erroneous certification, or failed to notify BFT immediately of circumstances which made the original certification no longer valid, BFT may disqualify the Contractor. If it is later determined that the Contractor knowingly rendered an erroneous certification or failed to notify BFT immediately of circumstances which made the original certification no longer valid, BFT may terminate the contract, in addition to other remedies available including FTA suspension and/or debarment.

24. SUBCONTRACTOR CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY

By submitting a proposal for this contract, the Contractor agrees that should it be awarded the

contract, it shall not knowingly enter into any subcontract exceeding \$25,000 with an entity or person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and shall require each Sub-Contractor to complete the certification provided.

Each subcontract, regardless of tier, shall contain a provision that the Sub-Contractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered Sub- Contractor to provide the corresponding certification.

25. BREACHES AND DISPUTE RESOLUTION

Disputes:

Disputes arising from the performance of the Contract which are not resolved by agreement of the parties shall be decided in writing by the Administration Service Manager of BFT. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to BFT's General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of BFT's General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute:

Unless otherwise directed by BFT, Contractor shall continue performance under the 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 other party or of any of his employees, agents or others for whose act he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Rights and Remedies:

The duties and obligations imposed by the Contract documents and the rights and remedies there under 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 BFT or the 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 there under, except as may be specifically agreed in writing.

26. STATE AND LOCAL LAW DISCLAIMER

The use of many of the suggested clauses are not governed by Federal Law, but are significantly affected by State Law. Washington State and Federal Jurisprudence if applicable to conflict of Laws shall apply.

27. SAFEGUARDING CLIENT INFORMATION

Contractor agrees that confidential information obtained from BFT shall not be disclosed except upon the written consent of BFT.

28. HOLD HARMLESS AND INDEMNIFICATION

- A. Contractor expressly agrees to indemnify and hold harmless BFT and all of its officers, employees, agents, or otherwise, from any loss, damages, costs, charges or expenses whether to persons or property, including any costs, expenses or attorney's fees in the defense of any claims therefore, which BFT may incur by reason of any act, action, neglect, omission or default on the part of Contractor; provided however, as to any liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of BFT and/or its agents or employees and Contractor or its agents and employees, this section is valid and enforceable only to the extent of Contractor's negligence.
- B. In case, any suit shall be brought against BFT on account of any negligent act, action, neglect, omission or default of Contractor, Contractor hereby covenants to assume the defense thereof and pay any and all costs, charges, attorney's fees and other expenses and Contractor shall pay any and all judgments that may be incurred by or obtained against BFT, except any judgments for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of BFT and/or its agents and employees, and except in the case of a judgment for liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of BFT and /or its agents or employees, and Contractor and its/his agents or employees, the obligation of Contractor shall be limited and enforceable only to the extent of Contractor's negligence.
- C. It is further provided that no liability shall attach to BFT by reason of entering into this contract, except as expressly provided herein.

29. INSURANCE

Contractor shall maintain at a minimum, the coverage's set forth below. By requiring such minimum insurance, BFT shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this contract. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.

Contractor shall purchase and maintain during the life of this Contract the following insurance:

- 1. Statutory Worker's Compensation Insurance as specified by Washington State Law, including Employer's Liability Insurance for its employees.
- 2. Comprehensive General Liability Insurance, including Blanket Contractual and Completed Operations coverage for limit of at least \$1,000,000 for all bodily injuries and property damages.

3. The Contractor will carry insurance where the maximum liability for each and every shipment shall be \$25,000.

Contractor shall provide insurance binder listing BFT as an additional insured.

30. CONTRACT CHANGES

Either party may request changes to the scope of services and performance to be provided hereunder; however, no change or addition to this Contract shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made a part of this Contract.

31. LICENSING IN COMPLIANCE WITH LAWS AND REGULATIONS

Contractor agrees to comply with all applicable federal, state, county, or municipal standards for the licensing, certifications, operation of facilities and programs, and accreditation and licensing of individuals, if any.

32. ATTORNEY'S FEES AND COSTS

If any legal proceeding is brought for the enforcement of this Contract, or because of alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

33. JURISDICTION

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

34. WAIVER

Waiver of any breach of any term or condition of the contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the contract shall be held to be waived, modified or deleted except by an instrument in writing signed by the parties hereto.

35. NOTICE OF IMPAIRED PERFORMANCE

Whenever an actual or potential event such as a labor dispute, act of God, change in Contractor's business, or any other event is impairing the performance of the Contract, BFT will immediately give notice thereof including all relevant information with respect thereto.

36. NOTICES

Any notice or demand under or required by this Contract shall be given in writing and shall be deemed properly given if actually received in due and timely course by the party for whom the notice was intended, or if sent by registered or certified mail, postage prepaid, to the intended party in care of the appropriate address listed.

37. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. **Overtime requirements** - No Contractor or Sub- Contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- B. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Sub-Contractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Sub- Contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

38. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

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

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the 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 the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-Contractor will be subject to the provisions.

40. FEDERAL CHANGES

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

41. CIVIL RIGHTS REQUIREMENTS

- A. Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as

amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

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

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

3. *Disabilities* – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

42. INCORPORATION OF FTA TERMS

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

43. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

44. ENVIRONMENTAL PROTECTION

The CONTRACTOR agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 et seq, consistent with Executive Order No. 11514, as amended, "Protection and enhancement of Environmental Quality," 42 U.S.C. 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. 5324 (b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

45. PRIVACY ACT REQUIREMENTS

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:

- A. 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.
- B. 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.

46. CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

47. CLEAN WATER

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

48. RECYCLED PRODUCTS

Recovered Materials - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

49. DISCLOSURE OF LOBBYING ACTIVITIES

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

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.

50. AMERICANS WITH DISABILITIES ACT (ADA)

Americans with Disabilities Act (ADA). The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

51. SEISMIC SAFETY REQUIREMENT

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

52. RIGHTS IN DATA AND COPYRIGHTS/PATENTS

The Contractor, without exception, shall indemnify and save harmless BFT and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by BFT.

If the Contractor uses any design, device, or materials covered by letters, patents, or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

53. OWNERSHIP OF PRODUCTS

All work performance and services provided by the Contractor under this agreement and the final by-products of such shall be the property of BFT. All reports, specifications, drawings, graphical representations, and electronic data pertaining to same, developed by the Contractor or in conjunction with this agreement, shall be surrendered to BFT at the conclusion of this agreement upon requests. The Contractor expressly waives all copyright privileges to such information, and BFT may use or modify same without any additional payment to the consultant. Any reuse of work prepared by the Contractor shall be solely at BFT's with no liability to the Contractor. All drawings shall be prepared on a current AutoCAD release. Any data used in, or developed as a result of, this agreement shall be revealed to no one except BFT without the expressed consent of BFT.

54. VETERANS PREFERENCE

The Consultant will give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C Section 2108) who have the requisite skills and abilities to perform the construction work required under this contract. This provision shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with disability, or former employee.

REQUEST FOR QUALIFICATIONS 03-19
ON-CALL MOA A & E SERVICES
BEN FRANKLIN TRANSIT

DUE DATE: No Later Than 2 PM PST on 3/19/2019

Project Name: RFQ 03-19, MOA Architecture & Engineering Services

Per Specifications of Subject Solicitation

By Responding to this Request, Consultants agree to be bound by all legal requirements and contract terms and conditions contained in this document. By signing this form, Consultants acknowledge receipt and understanding of any and all addenda issued for this Request.

A completed copy of this form, *signed by an individual authorized to legally commit the Consultant's company shall be submitted as the cover page of each request submitted.*

PROPOSALS MUST BE SIGNED TO BE ACCEPTED

Company Name: _____

By: _____ **Title:** _____
(Signature of Authorized Official)

_____ **Tax Id#** _____

Printed Name of Authorizing Official

Address: _____ **City, State, Zip Code** _____

Telephone Number: _____ **E-mail:** _____

DBE Certified Yes or No Certification# _____

Subcontractor DBE Certified Yes or No Certification # _____

**REQUIRED FORM – (B)
Certification Regarding
Debarment/Suspension**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

The CONTRACTOR or subcontractor’s, _____, (insert name of company) certifies to the best of its knowledge and belief, that it and its principals:

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

The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of this contract and all contract task orders. CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

THE CONTRACTOR OR SUBCONTRACTOR, _____, 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 6101 note (Section 2455, Public Law 103-355, 1087 Stat. 3327) ET. SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

REQUIRED FORM - (D)
**Statement of Qualifications/
Certifications**

STATEMENT OF QUALIFICATIONS CERTIFICATION

The undersigned is fully authorized to execute this certification on behalf of the Proposer and certifies on the Proposer's behalf that, to the best of its knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the Proposer has the financial capability to perform the work which is the subject of this solicitation. The Proposer further certifies that it knows of no person and/or organization conflicts of interest prohibited under federal, state and local law.

The Proposer certifies that Proposal is submitted in accordance with this solicitation and all issued addenda, and that the Proposer agrees to be bound by the same.

Proposer _____

Signature _____

Title _____

Date _____

REQUIRED FORM - (E)

ANTI-LOBBYING, 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20 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.] -

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date _____

FORM - (F)
No Participation Response Form

When submitting a "No Proposal" mail this completed form to Ben Franklin Transit, 1000 Columbia Park Trail, Richland, WA 99352, or fax to 509-735-9880.

RFQ 03-19

Project Title: MOA A & E Services

Cannot comply with specifications

Cannot meet delivery requirement

Do not regularly repair or sell the type of commodity involved

Other (please specify) _____

Explanation of reason(s) checked:

Check one of the following:

We do We do not desire to be retained on the mailing list for future procurements of this product.

Please state below the Consultant's Name, Address and Telephone Number:

Signature _____ Date _____

Type or Print Name and Title