

THREE RIVERS REGIONAL COMMISSION

**REQUEST FOR PROPOSALS
FOR
ON-CALL ADVISORY CONSULTANT SERVICES**

Submittal Due Date: October 24, 2019 by 5:00 p.m. EST

SUBMIT PROPOSAL TO:
Pavielle Ludlow, Transit Manager
Three Rivers Regional Commission
120 North Hill Street
P.O. Box 818
Griffin, GA 30224
www.threeriversrc.com



TRRC RURAL TRANSIT PROGRAM

REQUEST FOR PROPOSAL (RFP)

NOTICE TO PROPOSERS

Notice is hereby given that the Three Rivers Regional Commission (TRRC) and its Rural Transit Program, will receive sealed proposals, until **5:00 p.m., Local Time, October 24, 2019** for the following services:

ON-CALL ADVISORY CONSULTANT SERVICES

All proposals shall remain valid for 90 days from date of proposal opening.

Proposals shall be made in accordance with Notice To Proposers, Instructions and Requirements for Proposer, Scope of Work, Federal Transit Administration (FTA) Assurances and Contractual Conditions which are made part of this notice as though fully set forth herein. A copy of this Request for Proposals and proposal forms may be obtained free of charge from TRRC at 120 North Hill Street, P.O. Box 818, Griffin, GA 30224 or by calling 678-692-0510.

TRRC reserves the right to award or reject any or all proposals and waive non-material informality or irregularity in any proposal received. The successful Proposer(s) will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

A pre-proposal conference will be held on **October 7, 2019, at 2:00 p.m.** Local Time Prevailing at TRRC's office at 120 North Hill Street, P.O. Box 818, Griffin, GA 30224. Attendance is not mandatory for prospective Proposers, but is strongly encouraged.

Question deadline for this project is: **October 10, 2019, at 2:00 p.m.** Local Time Prevailing, questions must be in written form by e-mail to Pavielle Ludlow, Transit Manager at pludlow@threeriversrc.com.

Submission Date is **October 24, 2019, at 5:00 p.m.** Local Time Prevailing, at TRRC's office located at 120 North Hill Street, P.O. Box 818, Griffin, GA 30224.

TRRC reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of TRRC to do so.

1.0 OBJECTIVE

The objective of this Request for Proposal (RFP) is to establish contract(s) with one or more qualified consultants, for the purpose of assisting TRRC's Transit Department, in short order and on an as-needed basis to complete various financial, planning, technical, operations and development services. The subject on-call contract(s) will facilitate the timely assignment of tasks to consultants, whose services will be dictated by TRRC's workload, technical capacity and by the consultant's areas of expertise. Services will be performed on a task order basis in a timely manner

based on: 1) the task scope of work defined by TRRC; 2) the Consultant's proposal; and 3) the hourly rates established by this contract.

These services will supplement and will generally be beyond the expertise, capability and/or capacity of existing staff.

This is an indefinite-quantity, indefinite-delivery, firm-fixed price contract for services specified.

2.0 BACKGROUND

TRRC is a regional commission that provides transit service in a ten county region, south the Atlanta. The TRRC Rural Transit Program uses a third party operator (TPO) to provide a Georgia Department of Transportation (GDOT) "5311" public transit service in seven counties. 5311 vehicles are controlled by the individual counties and used by the TPO. The TRRC also administers a Department of Human Services (DHS) program in all ten counties. GDOT has directed sub-recipients to change the method of compensation to TPOs from cost reimbursable to unit cost reimbursement.

From time to time TRRC needs to access certain technical expertise to assist staff with the development and review of policies and procedures, analysis of operations, competitive grant writing, plan development and other services normally and usually provided by a public transportation consulting firm.

3.0 SCHEDULE OF EVENTS

The anticipated schedule for selection of a consultant and initiation of service is as follows:

Release RFP	September 24, 2019
Pre-Proposal Conference EST	October 7, 2019 11:30AM
Deadline for Proposer Written Questions	October 10, 2019 2PMEST
Responses to Written Questions	October 17, 2019
Proposal Submission Deadline EST	October 24, 2019, 2PM
Interviews (Optional, by invitation only)	November 12-13, 2019
Notice of Intent to Award	November 15, 2019
Notice of Contract Award	November 25, 2019

NOTE: Dates subject to change. Any changes to the Proposal Due date shall be issued by Addendum, also any questions or clarifications will be responded to by an Addendum.

4.0 INSTRUCTIONS FOR PROPOSERS

These Instructions/Requirements and any special instructions contained in this Request for Proposals are part of the terms and conditions of the proposal. Exceptions to these Instructions/Requirements or proposal must be specified and submitted with the Proposer's proposal. Failure to indicate any exceptions will be regarded as full acceptance of these Requirements and Instructions.

4.1. EXAMINATION BY PROPOSER

All proposers must examine the request for proposals, schedules, special instructions, and these general requirements prior to submitting any proposal. Failure to examine is at the proposer's own risk.

4.2 SUBMISSION OF FORMS

All proposals must be submitted and completed in ink or typewritten, on the forms provided by TRRC. The individual signing the proposal must initial any erasures and/or changes. An officer authorized by the proposer or an authorized representative must execute the required forms for this proposal and the contract.

Any notarization form must contain: [1] the notary's signature [2] jurisdiction where notarization took place (i.e., State of __, County of __), [3] date of notarization, [4] the notary's commission expiration date [5] the notary's seal and [6] comply with all other applicable laws. The proposals are to be delivered to: TRRC at 120 North Hill Street, P.O. Box 818, Griffin, GA 30224.

4.3 PROPOSALS

Proposals shall be submitted in both electronic and hard copy no later than **5:00 p.m. on October 24, 2019**, local time prevailing. Responses must be prepared in conformance with the guidelines described in this RFP. Responses received after the deadline will not be considered.

- Electronic proposal submittals shall be submitted electronically in PDF format to pludlow@threeriversrc.com. The email subject line must be as follows: "RFP – On-Call Advisory Consultant Services."
- In addition, four (4) hard copies shall be mailed, delivered in person or by express mail to: Three Rivers Regional Commission, Pavielle Ludlow, 120 North Hill Street, P.O. Box 818, Griffin, GA 30224

Proposals received after the time for closing will be unopened and placed into the contract file and the Proposer will receive a letter advising the offer was not accepted.

Any cost incurred by respondents in preparing or submitting a proposal for the project shall be the respondent's sole responsibility.

4.4. DESCRIPTIVE TERMS

Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalogue designation in describing an item does not restrict Proposers to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the request for proposals. A proposed substituted item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications.

4.5. EXEMPTIONS FROM CERTAIN TAXES

The purchase of certain items of equipment and/or materials by TRRC is exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the proposal prices. Upon request, applicable federal excise exemption certificates will be furnished.

4.6. RIGHT TO AUDIT

TRRC shall at all times have the right to examine books, papers and records of the successful proposer relative to all aspects of the contracts awarded as a result of this request for proposal to confirm contract compliance. Failure to provide the requested information may result in termination of the contract. This right to audit only affects contract compliance as a result of this request for proposal, and does not apply to proposer records beyond the scope of this contract.

4.7. ADDENDUM

Addendums must be shown received, initialed on the cost section within this proposal as follows:

Example: (Section of the Cost proposal)

I acknowledge receipt of addenda number(s)

<u>Addendum # 1 Date</u>	<u>Initialed</u>	<u>Addendum # 5 Date</u>	<u>Initialed</u>
<u>Addendum # 2 Date</u>	<u>Initialed</u>	<u>Addendum # 6 Date</u>	<u>Initialed</u>
<u>Addendum # 3 Date</u>	<u>Initialed</u>	<u>Addendum # 7 Date</u>	<u>Initialed</u>
<u>Addendum # 4 Date</u>	<u>Initialed</u>	<u>Addendum # 8 Date</u>	<u>Initialed</u>

5.0 DEFINITIONS:

"TRRC" means Three Rivers Regional Commission.

Acceptance: It is understood that once TRRC accepts a Proposal, that document will constitute the contract contemplated by these instructions.

Amendments: TRRC must approve Changes to the contract and the change will be made by an amendment agreed to by all parties involved.

Award: Award of contract(s) is subject to financial assistance. The successful Proposers shall comply with the conditions and terms applicable thereunder. The successful Proposer shall be requested to comply with all applicable Equal Opportunity Regulations.

Clarification, corrections, or changes to specifications: All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum only. Proposers shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-proposal conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. Addenda will be sent to all known solicitations holders by facsimile or US mail. It is the Proposers sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged on the Proposing documents.

Commitment: This Request for Proposal does not commit TRRC to award a contract, pay any costs incurred in preparation of Proposals in response to this Offer or to procure or contract for goods and or services. Proposers shall be responsible for all costs incurred as part of their participation in the pre-award process.

DBE Utilization: For the purpose of this contract, the utilization of Disadvantaged Business Enterprises shall follow the Federal guidelines.

Proposal Forms: Forms must be submitted on preprinted copies of the Proposal Forms supplied within this document.

Informed Proposers: Before submitting Proposals, Proposers must fully inform themselves of the conditions, requirements and specifications of the work or material to be furnished. Failure to do so will be at the Proposers' own risk and they cannot secure relief on the plea of error.

Intent: Please note that TRRC's intent for this request is to obtain a contract(s). Please note time is of essence and the award will be based on the terms and conditions of this offer however the contract(s) will not be awarded until the Council has given their approval.

Late Proposals: Proposals not received by the Submittal Deadline are late. Late Proposals will be retained in the contract file unopened. The Proposers will receive a letter stating the reason their Proposals were not accepted. All Proposals shall be deemed received at the above address. Proposers are solely responsible for ensuring that his/her Proposal is timely delivered. Proposers who rely on overnight delivery services, the United States mail, private mail services, local couriers or delivery services, remain solely responsible for timely delivery of the Proposal and assume all risk of late delivery, miss-delivery and non-delivery. There will be no exceptions to this policy.

Objectionable Employee: TRRC reserves the right to request and expect the Contractor to dismiss from the work in process at TRRC, any employee whom TRRC may deem incompetent, careless, insubordinate, or otherwise objectionable.

Questions, Interpretations, or correction of RFP Documents: Any Proposer desiring a question, interpretation, change in, deletion of, exception to, or clarification of any provision in this request must submit a written request to Pavielle Ludlow at pludlow@threeriversrc.com on or before the date set within this request. Any questions received after the deadline will not be addressed. VERBAL QUESTIONS WILL NOT BE ANSWERED, THUS PREVENTING AN UNFAIR ADVANTAGE TO ANY OFFER.

Submission Date, Time and location are noted above in this document. (Late Proposals will not be accepted and there are no exceptions to this policy.)

Successful Proposer shall be expected to comply with all applicable local, state, and federal regulations.

Term-of Contract: The term for this contract will be for two (2) years with five (3) one year renewal options.

Terms of the Offer: TRRC's acceptance of a Proposer offer shall be limited to the terms herein unless expressly agreed in writing by TRRC. Offer presenting terms other than those shown herein will be declared non-responsive and will not be considered.

Withdrawal: Proposers' authorized representatives may withdraw proposals only by written request received by Pavielle Ludlow before the Proposal Submittal Deadline. After that time, Proposers may not withdraw their Proposals for a period of ninety- (90) calendar days from the Offer Submittal Deadline. At no time may the successful Proposer withdraw their Offer.

6.0 PROPOSAL REQUIREMENTS AND FORMAT

The proposals should indicate the ability of the firm to fulfill all of the requirements described in the On-Call Advisory Consultant Services Scope of Work section. It is requested that the proposals conform to the following general format:

6.1 Company Background

This section should describe the qualifications of the firm. At a minimum this section should contain:

1. Name of company, complete address and telephone number.
2. Location of home or headquarters office.
3. Location of office to service this account.
4. Length of time in business.
5. Listing of the types of services the company provides.
6. Listing of subcontractors or other firms proposed to be utilized in the performance of the work.
7. A listing of clients for whom the company provides similar service,
8. A statement regarding why the company would be most qualified to handle this account, including past experience in serving public transportation systems.

6.2 Experience

This section should describe the experience of the firm and key personnel. At a minimum this section should contain:

1. Experience and qualifications of the firm, including a description of the firm's direct experience on projects of similar size, scope and complexity completed in the past five years.
2. Experience and qualifications of all other firms proposed to be utilized in the performance of the work if joint venture partners are proposed or if subcontractors are to be used for substantial portions of the work.
3. Experience of the project manager including the direct qualifications and experience of the project manager as they relate to this project, and include at least two references with name, address, telephone number and contact person;

6.3 Work Plan

This section should include a description of how the firm will accomplish the work tasks. At a minimum it should include the following:

1. A project organization chart clearly identifying the proposed project manager and key project staff including a description of key disciplines or area of expertise.
2. The methodology that will be used to provide supplementary staff to replace any staff originally assigned to the project. Estimated amount of time to be spent selling advertising in the TRRC region.
3. Quality Assurance/Quality Control methods including ability and plan to meet project timelines, budgets and ensure commitment to the assigned project.

6.4 References

This section should include business references of at least four (4) clients. Please include:

1. Company name
2. Contact person name, title and daytime telephone number and general description of service provided.

6.5 Cost Proposal

Each proposer should complete Exhibit A, Schedule of Fully Burdened Labor Rates, for the lead firm and for each proposed subcontractor. The fully burdened labor rates shall be used to price and negotiate firm fixed price task orders to be performed under this contract. Only the first two fiscal years will be considered in the RFP evaluation.

6.6 General

1. All proposers must be properly licensed by the State and all other authorities having jurisdiction. (Copies of all such licenses and or permits must be submitted prior to contract execution.

2. Proposals must concisely set forth full, accurate, and complete information required by this Request for Proposals. The Proposer shall provide all the work described in the Scope of Work.
3. No consideration will be given by TRRC to claim of error in a proposal unless written notice of such claim and supporting evidence for such claim, including cost breakdown sheets, are delivered to TRRC within forty-eight (48) hours after the opening of proposals.
4. Proposals shall be typewritten or written in blue ink.
5. Proposals must be signed by an authorized officer of the firm.
6. Proposer may be required to furnish evidence of financial stability and solvency satisfactory to TRRC.
7. Proposers are cautioned to verify their proposals before submission as requests for amendments to or withdrawals of proposals submitted, if received by the TRRC after such time specified for submission, will not be considered.
8. The successful Proposer shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this contract and make such materials available at its offices at all responsible times during the contract period and for five years (and as required by Federal law and/or regulations) from the date of the final payment under this agreement. This shall be for inspection by TRRC or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof. The proposer if requested shall furnish copies of said records. Such records shall include those books, documents and accounting records that represent the proposer's costs of manufacturing, acquiring or delivering the products and or services governed by this agreement.
9. Proposers are strongly advised to read and adhere to all signature and contractual requirements. Requirements are specifically outlined within this request for proposals. Failure to comply with all requirements may result in the proposal being rejected as non-responsive.

7.0 PROPOSAL PROCEDURES

- 7.1 Proposals within a competitive range (reasonably comparable in price and technical merit) will be identified and oral interviews may be conducted with those Proposers. The Evaluation Committee will review information from the oral interviews and a call for negotiations and "best and final offer" from those Proposers within the competitive range. The contract will be awarded to the responsible and responsive Proposer(s) whose proposal(s) is/are most advantageous to TRRC.
- 7.2 Information contained in the proposals will not be released by TRRC prior to contract award in order to protect the integrity of the procurement process unless required by applicable law. Proposers are further advised that TRRC may be required to release proposal information after contract award. If a Proposer feels that any information is confidential or proprietary in nature, the Proposer must submit all such information in a separately sealed envelope prominently marked with the Proposer's name and "PROPRIETARY INFORMATION". TRRC shall not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order of a court of competent jurisdiction.

7.3 In the event a single proposal is received, TRRC will conduct a price and/or cost analysis of the proposal. A price analysis is the process of examining the proposal and evaluating a prospective price without evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar services must be based on an established or competitive price of the services used in the comparison. The comparison must be made to a purchase of similar services and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary for TRRC to conduct a cost analysis of the proposal price

8.0 PROPOSAL EVALUATION

8.1 Evaluation Criteria

TRRC will make a selection of most qualified firm based on how well the firm's submittal conforms to the solicitation and represents the best value to TRRC. If TRRC does not choose to make a selection based on initial submittals, TRRC may conduct discussions with those firms it determines to be within the competitive range, and to allow all such firms to submit submittal revisions.

If TRRC does not choose to make an award based on initial offers, TRRC may conduct discussions with those offerors it determines to be within the competitive range, and to allow all such offerors to submit Final Proposal Revisions.

All proposals shall be evaluated and ranked on the basis of the following factors, which are listed in relative importance:

1. Past performance and experience on projects of a similar size, scope, complexity and nature (both Firm and assigned key personnel).
2. Qualifications of Key Project Team members.
3. Project Organization and technical understanding.
4. Quality Assurance/Quality Control.
5. Cost – Fully Burdened Rates.

In establishing scores for Final Proposal Revisions, TRRC may take into consideration information provided during oral discussions with offerors. TRRC reserves the right to award the contract based on the initial proposal without further discussions.

The Evaluation Committee is composed of Transit Department staff, or others appointed by TRRC. This Committee will evaluate the proposals.

Preliminary review will include consideration of responsiveness to the Request for Proposal and shall be based solely on the written responses. Responsive Proposer considered to be within the competitive range by the Evaluation Committee, will be notified of a time and place to make oral

presentations if the Evaluation Committee deems it necessary. Any presentation or interview by the Proposer shall be at the sole expense of the Proposer. Negotiations will take place and the best and the Proposer will present best and final offer.

8.2 Oral Presentations

Oral presentations, in-depth technical question and answer sessions, and site visits may be used in the final selection process.

8.3 Negotiations

Negotiations will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract, including contract price. TRRC also reserves the right to request documentation supporting the proposed contract price, including overhead rates for the firm and subcontractors.

8.4 Final Selection

Final selection of a proposer or proposers will be made by committee based on the responses to the Request for Proposal, supplementary information provided in response to Selection Evaluation Committee requests, presentations before the committee, and "best and final offers" upon completion of negotiations.

8.5 Written Contract

Any contract resulting from this Request for Proposal shall be evidenced by a written document, fully executed with funding committed, prior to any work commencing. The contract shall contain, at a minimum, the following items:

1. Standard clauses and Federal Transit TRRC (FTA) Assurances.
2. Scope of work and nature of services to be provided.
3. Responsibilities of both parties.
4. Total amount of payment to be paid by TRRC.
5. A clause for inclusion by reference of proposal into contract.

This Request for Proposal does not commit TRRC, to any costs incurred in the preparation of a proposal or the negotiations for the contract with any Proposer. Further TRRC does not commit to contract with any Proposer and TRRC may cancel this solicitation at any time.

8.6 Proposal Required Forms and Certifications

- Statement Of Bidder's / Proposer's Qualifications
- Anti-Collusion Affidavit
- Authorization For Information

- Program Fraud And False Or Fraudulent Statements And Related Acts
- Anti-Boycott Divestment And Sanctions Against Israel Certification
- Proposer Certifications O.C.G.A Sect. 45-10-20
- Contractor Affidavit Under O.C.G.A. § 13-10-91(B)(1)
- Proposal Form
- Proposer Declaration
- Exhibit A- On-Call Advisory Consultant Services

9.0 SCOPE OF WORK

The Three Rivers Regional Commission (TRRC) is issuing this solicitation for the purposes of obtaining one or more Contractors to provide technical services necessary to advise on the improvement of its rural transportation system. The solicitation is for on-call planning, management, staff support, financial planning/management, and project development services.

TRRC is a planning commission serving ten (10) counties just south of the Atlanta area: Butts, Carroll, Coweta, Heard, Lamar, Meriwether, Pike, Spalding, Troup, and Upson. It administers Department of Human Services (DHS) transportation funds for the entire region, it operates a Georgia Department of Transportation (GDOT) 5311 public transportation program in seven counties, and it assists one county in the administration of a 5311 program. All of these programs were contracted to the same third party operator (TPO) under more than one contract.

In May of 2019, GDOT issued an Agreed Upon Procedures (AUP) report detailing findings for the operation of the program for fiscal years 2016 and 2017. In particular, the AUP addressed how DHS revenue is to be treated in the 5311 program. In addition to the AUP, GDOT has directed its subrecipients to change the contracting arrangement with TPOs from cost reimbursable to unit pricing (service hour, revenue hour, or trip based). TRRC has made short term changes on an interim basis, but must now issue a new RFP for services and must also evaluate the longer term financial implications of the required changes. Finally, a new TPO is providing service on an emergency basis. As a result, TRRC requires consulting services to support the staff in making changes to the program and in evaluating the long term sustainability.

Proposers including subcontractors shall be a qualified for the tasks to be undertaken. Proposers must have experience working with rural transportation programs and budgets, and with the applicable regulations for administration GDOT and DHS funds.

This solicitation is intended to cover work funded with local funds, and state or federal grants. Consequently, proposers shall comply with Federal Transit Administration (FTA) and Georgia Department of Transportation (GDOT) contract clauses included with this solicitation or as added over the course of this contract by the applicable federal or state agency.

Scope of Services - Requirements

1. The Consultant shall provide services on an 'as needed' basis for the completion of various projects including:
 - a. Financial planning and projections for a rural transit program
 - b. Budget development
 - c. Ridership forecasts by funding source
 - d. Changing the current program as needed for longer term sustainability
 - e. Evaluation and assistance in the RFP for a TPO
 - f. Transit development plans
 - g. Compliance reviews and grants assistance
 - h. Procurement specifications
 - i. Independent cost estimates
 - j. Staff support in management of third party operator
 - k. Review and improvement of the service design
 - l. Development of the service model to make most efficient use of vehicles and trips
 - m. Peer analysis
2. The consultant tasks will be authorized on the basis of individual task orders that will include project description, scope of work, hours estimate by sub-task, staffing plan, cost estimate and schedule. Individual tasks may range from small to large projects. Hours per task may vary from a few to a large number depending on task complexity.
3. For each project task, the Consultant will respond to a verbal/written request from TRRC. The response shall include a proposed work plan, subject to TRRC approval including: scope of services; specific staffing; person hour estimate; cost estimate; and a project schedule.
4. The Consultant may be requested to perform tasks as outlined within the Scope of Services for other TRRC member jurisdictions.
5. In the event a task order(s) is issued but not completed prior to the expiration date of the contract, the Consultant will continue with completion of the task order at no additional cost to the TRRC. All terms, conditions and pricing shall remain the same and in full effect. The extension period may not exceed twelve months past the expiration date of the contract.
6. Subject to the approval of TRRC, the Consultant may add sub-consultants for specific tasks over the course of the contract except that DBE consultants shall only be replaced as permitted by FTA and GDOT requirements.

This is an indefinite-quantity, indefinite delivery, firm-fixed price contract for services specified. The quantities of services specified are estimated only and are not guaranteed.

There is no limit to the number or task orders or work authorizations that may be placed under this contract; however, the cumulative total of task orders may not exceed \$100,000 in any contract year.

TRRC may require continued performance of any services within the limit and rates specified in the contract, but the total extension shall not exceed six (6) months.

10.0 IMPLEMENTATION

- 10.1 Work to be performed under this contract shall be thru the issuance of written task orders. There is no limit to the number of task orders issued under this contract.
- 10.2 Prior to the issuance of a task order, TRRC shall notify the contractor of the services required, a brief description or scope of work requested and a required date to submit pricing for this service.
- 10.3 The Contractor shall return a complete and itemized cost proposal, inclusive of labor hours, material, travel and other reimbursable costs and a timeline for completion of the task. Fully burdened labor rates shall be those specified in the contract. If TRRC does not agree with the proposed labor disciplines, number of hours or other costs or timelines, TRRC reserves the right to negotiate with the Contractor so as to arrive at an agreement for the task. Once agreed, the task order shall be issued with a firm fixed price for the task.
- 10.4 Contractor proposals must represent a complete cost projection, including fully burdened labor rates by job classification, reimbursable expenses and all other activities associated with the proposed task order. All material, travel and other reimbursable costs shall be reimbursed to the Contractor by task with no administrative or other mark-ups (including subcontractor costs).

11.0 WARRANTY

The Proposer warrants that at the time of final acceptance, all services furnished under any resulting contract will be free from defects and will conform to the specifications and all other requirements of this contract.

Provider warrants that all Services will be performed in a professional manner.

Provider warrants that the Services will comply with all applicable laws, including without limitation federal, state, and local.

12.0 PROTEST PROCEDURES

1. A written notice of protest against the adequacy of proposals or requests for proposals, including without limitation the pre-award procedure, the instructions, general conditions, specifications and scope of work shall be delivered to TRRC's Transit Manager no later than seven (7) calendar days prior to the time set for receipt of proposals. After such time all issues are deemed waived by all interested parties.

2. A written notice of protest against the decision of TRRC's selection of a contractor or vendor with respect to any Invitation to Bid, Request for Quote, Request for Proposal or Request for Qualifications shall be delivered to TRRC's Transit Manager no later than five (5) working days immediately following TRRC's decision.
3. TRRC's Transit Manager shall inform the Executive Director, or his/her appointed designee, and/or the Finance Director that a formal protest has been received in the form of a written memo along with a copy of the protest letter. In addition, the Transit Manager shall in all instances disclose information regarding protests to FTA.
4. During the period of investigation of the protest, award of a contract or purchase order shall be suspended by TRRC until such time that the protest has been resolved. TRRC reserves the right, however, to award such contract if it is deemed essential for the operation of the transit system.
4. TRRC's Transit Manager, Executive Director, and/or the Finance Director may receive evidence and legal arguments from any interested party, but shall not be bound by the rules of evidence nor formal procedure.
5. Unless otherwise directed by counsel, a determination concerning the protest shall be made based on a thorough review of written evidence and written arguments. The protestor shall be promptly notified in writing of the decision regarding the protest.
6. This decision is final, however, the protestor may have other remedies such as an appeal to the FTA pursuant to the guidelines outlined below.
7. In accordance with FTA Circular FTA C 4220.1F, a protestor may pursue a protest with FTA only after such time that all administrative remedies with TRRC have been exhausted.
8. In accordance with FTA Circular FTA C 4220.1F, reviews of protests by FTA will be limited to: (1) a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or (2) violations of Federal law or regulation.
9. An appeal to FTA must be received by the cognizant FTA regional or headquarters Office within five (5) working days of the date the protestor learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA.

13.0 STANDARD CLAUSES

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14.0 FEDERAL TRANSIT (FTA) CLAUSES

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

The agreement entered into by and between the successful Service Provider and TRRC will be subject to the requirements of a financial assistance contract between TRRC and the U.S. Department of Transportation. The following terms and conditions will be included as necessary in the Contract with the successful Service Provider in order to meet TRRC's obligations to the U.S. Department of Transportation.

1. FEDERAL APPLICABILITY.

The work to be performed under this Contract will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern this Contract, unless the Federal Government determines otherwise. This Exhibit identifies the Federal requirements that may be applicable to this Contract. The Company is responsible for complying with all applicable provisions.

To the extent applicable, the Federal requirements contained in the most recent version of the Federal Transit Administration ("FTA") Master Agreement, as amended (the "Master Agreement"), including any certifications and contractual provisions required by any Federal statutes or regulations referenced therein to be included in this Contract, are deemed incorporated into this Contract by reference and shall be incorporated into any subagreement or subcontract executed by the contractor pursuant to its obligations under this Contract. The Contractor and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable federal, state and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the work to be performed under this Contract.

2. NO FEDERAL OBLIGATIONS.

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

3. PROGRAM FRAUD.

- 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 agreement, 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 agreement or the FTA-assisted project for which this Agreement 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 subcontractor who will be subject to the provisions.

4. GOVERNMENT AUDIT.

The Federal Transit Administration, U.S. Department of Transportation, the Comptroller General of the United States, and any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are directly pertinent to the Contract, for the purpose of making audit, examination, excerpts, and transcripts. The Contractor shall maintain these records, and shall make them available as aforesaid, for 3 years after TRRC has made final payment and all pending matters arising out of the Contract have been closed. Any adjustment to the Contractor's compensation under the Contract shall include only costs and other compensation that are allowable as provided elsewhere herein, or otherwise by law, and that are allowable under the Contract Cost Principles of the Federal Acquisition Regulations System, 48 C.F.R., Ch.1, Pt.31, and any implementing guidelines or regulations issued by the said Administration.

5. 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 TRRC and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

6. TERMINATION FOR DEFAULT.

The events described below shall be events of default, upon the occurrence of any of which TRRC shall have the right, at its option, to terminate the Contract. In the case of any such event except the Contractor's insolvency, assignment for benefit of creditors or transfer in fraud of creditors,

bankruptcy, or receivership, TRRC shall first give the Contractor and its Surety written notice that he is in default as defined herein, and of the reason for such default. If the Contractor fails to remedy or to begin to remedy such default within 5 days after he receives such notice, TRRC may terminate the Contract by giving the Contractor and its Surety a further written notice of its election to do so. Such termination shall be effective immediately, or at such other time as TRRC may specify in such notice. In case of the Contractor's insolvency, assignment for benefit of creditors or transfer in fraud of creditors, bankruptcy, or receivership, the Contractor shall not be entitled to prior notice of such default. TRRC's right to terminate the Contract as provided in this Article shall be in addition to all other rights and remedies, at law, in equity, or otherwise, to which TRRC may be entitled arising out of such events of default. If upon the occurrence of any event of default TRRC shall waive the same, or shall elect not to exercise its right to terminate the Contract, such waiver or election shall not be or be construed as a waiver of any other default, nor to be a waiver of or election not to terminate because of a like default on another occasion.

A. The events of default for which TRRC may terminate the Contract in accordance with this Article are the following:

A.1. If the Contractor fails to complete the Work, or any part of the Work for which a separate completion date is stipulated, within the time required by the Contract, as such time may be extended as provided by the Contract.

A.2. If the Contractor fails to make progress sufficient to ensure the completion of the Work, or any part of the Work for which a separate completion date is stipulated, within the time required by the Contract, as such time may be extended as provided by the Contract.

A.3. If the Contractor abandons the Contract.

A.4. If the Contractor or any subcontractor performs Work contrary to the requirements of the Contract.

A.5. If the Contractor violates, or fails, neglects, or refuses to perform, any covenant, promise, condition, understanding, obligation, or other term of the Contract.

A.6. If the Contractor assigns the Contract without TRRC's consent, or subcontracts the performance of all or any part of the Work under the Contract without TRRC's approval as required by these General Conditions.

A.7. If the Contractor (a) becomes insolvent, or makes an assignment for benefit of creditors, or any transfer in fraud of creditors; (b) files a petition under any section of the National Bankruptcy Act, or under any similar law of the United States or any State thereof, or a petition in bankruptcy or insolvency or any similar proceeding is filed against the Contractor and is not dismissed within 90 days, or the Contractor is adjudged a bankrupt or insolvent in any proceeding filed against him; or (c) a receiver or trustee is appointed for all or substantially all of the Contractor's assets.

B. On receipt of a Notice of Termination from TRRC, the Contractor shall:

- B.1. Stop all Work under the Contract on the date of and to the extent specified in such Notice.
 - B.2. Place no further orders or subcontracts for materials, equipment, or services except as may be necessary for completion of such portions of the Work as may be expressly excluded from the Notice of Termination.
 - B.3. Cancel or terminate all orders or subcontracts to the extent to which they relate to the performance of Work terminated.
 - B.4. Comply with such other instructions as TRRC may give with respect to the Work so terminated.
- C. Upon termination of the Contractor's right to proceed with the Work, or with any part thereof, TRRC shall have the right to either make demand upon Surety's performance bond or to take over such Work, and to complete it or cause it to be completed by whatever means and in whatever manner TRRC deems most expedient. TRRC shall have the right to take possession of all materials and equipment on the site to be incorporated or installed into the Work. Such materials and equipment of which TRRC takes possession shall become the property of TRRC. TRRC will not be required to obtain the lowest prices for completing the Work so terminated, but shall make such expenditures as, in TRRC's sole judgment, are necessary or expedient in order to complete the Work. The expense of completing the Work, together with a reasonable charge for engineering, managerial, and administrative services, will be charged to the Contractor and the expense so charged will be deducted by TRRC out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is in excess of the sum which otherwise would have been payable to the Contractor under the Contract, then the Contractor or his surety shall promptly pay the amount of such excess to TRRC upon notice from TRRC of the excess so due. TRRC may, in its sole discretion, withhold all or any part of any progress payments otherwise due the Contractor until completion of the Work terminated and final settlement for the costs thereof.
- D. The Contractor shall insert in all contracts that all subcontractors will stop all Work on the date of and to the extent specified in a Notice of Termination from TRRC and shall require the subcontractors to insert the same provision in sub-subcontracts. The Contractor shall immediately upon receipt communicate any Notice of Termination issued by TRRC to the affected subcontractors and sub-subcontractors.
- E. The surety or sureties on the performance bond provided for in the Contract shall not be entitled to take over the Contractor's performance of Work in case of termination under this Article, except with the consent of TRRC.
- F. If, after Notice of Termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the Contractor was entitled to an extension of time under Article 36 of these General Conditions or for any other reason, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Article 40 of these General Conditions.

7. TERMINATION FOR CONVENIENCE.

If for any reason the financial assistance for the Contract, is withdrawn or otherwise becomes unavailable, TRRC shall have the right to terminate the Contract. Such termination shall be effected by delivering to the Contractor a written notice stating the date upon which such termination takes effect. From and after receiving such notice, the Contractor shall place no further subcontracts or orders for services, materials, equipment, or supplies to be used to perform any Work so terminated, and shall cancel all subcontracts and orders then outstanding for such services, materials, equipment, or supplies that he is legally entitled to cancel, and shall incur no additional cost, expense, or obligation for the purpose of performing the Contract. On the date stipulated in the said notice, the Contractor shall stop all Work so terminated. If the Contract is so terminated, the Contractor shall be entitled to payment for the actual costs of (a) performing any part of the Work so terminated that has been performed satisfactorily on or before the effective date stipulated in the notice of termination; (b) all materials, equipment, and supplies that, on the date the Contractor receives the said notice, are in the process of manufacture specifically to be incorporated or installed in the Work so terminated; and (c) all materials, equipment, and supplies that on the date the Contractor receives the said notice have been ordered specifically to be incorporated or installed in the Work so terminated, and the orders for which the Contractor cannot legally cancel, provided that in the case of orders that can be legally canceled subject to a cancellation charge or penalty, the Contractor shall be entitled only to the amount of such charge or penalty. All materials, equipment, supplies, and other goods for which the Contractor is paid and that are or come into his possession shall be delivered to TRRC or otherwise disposed of as TRRC directs.

In addition, TRRC will reimburse the Contractor for any other costs or expenses incurred solely and directly to perform, or to prepare to perform, the Work so terminated or any part thereof, and that, because of the termination, the Contractor will not otherwise recover. Payments under item (a) of this Article, for satisfactory Work performed, shall be based upon the Contract prices therefor, including the Contractor's allowance in such prices for overhead and profit. The Contractor shall not be entitled to any general administrative or overhead costs with respect to any other payments under this Article, or to anticipate profits with respect to the Work terminated as provided herein. Any claim for payment arising out of any termination of Work as provided herein shall be paid only if presented to TRRC, in writing, within 90 days after the effective date stipulated in the notice of termination.

8. NON-DISCRIMINATION.

- A. General - 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 this 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 No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The 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 Americans 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. Subcontract inclusion - The Contractor also agrees to include the requirements of this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

9. **VETERAN'S PREFERENCE.** Consultant shall 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.

10. **DISADVANTAGED BUSINESS ENTERPRISE (DBE).**

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%. **A separate contract goal of has not been established for this project.**

- 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 TRRC 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 will be required to report all subcontractor participation throughout the period of performance.
- D. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than thirty (30) days after the contractor's receipt of payment for that Work from TRRC. In addition, the contractor may not hold retainage from its subcontractors. The Contractor must promptly notify TRRC, 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 TRRC.

11. INCORPORATION OF FTA TERMS.

The provisions of this agreement include, in part, certain standard terms and conditions required by the United States Department of Transportation (DOT), whether or not expressly set forth in the agreement provisions. All applicable contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or federal law, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any TRRC requests, which would cause TRRC to be in violation of the FTA terms and conditions.

12. SUSPENSION & DEBARMENT.

This Agreement is covered by 49 CFR Part 29 (Government-wide debarment and suspension). As such, the Contractor is required to verify that neither it, nor its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) is excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower-tier covered transaction into which it enters. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by TRRC. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to TRRC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. DISPUTE RESOLUTION.

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Transit Manager. 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 TRRC. 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. A final decision will be issued by TRRC, which shall be binding upon the Contractor and the Contractor shall abide by the decision.

14. LOBBYING.

The Contractor agrees to comply with the provisions of Title 31, U.S.C. 1352, as in force or as it may hereafter be amended. The Contractor and all subcontractor tiers 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 TRRC. The Contractor shall make such disclosure on the disclosure form included in the Bid. The Contractor further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of \$100,000 or more.

15. ENVIRONMENTAL PROTECTION.

All equipment and supplies delivered under the Contract shall be designed and equipped to limit air pollution in accordance with all applicable standards and regulations provided by law. In performing the Contract, the Contractor shall comply with all applicable standards, orders, or requirements issued under the **Clean Air Act** (42 U.S.C., section 7401 *et seq.*), the **Clean Water Act** (33 U.S.C., section 1251 *et seq.*), Executive Order No. 11738, and Environmental Protection Agency regulations (40 C.F.R., Part 15), as in force on the date hereof or as they may be amended, and shall use only facilities that, unless exempt, comply with the aforesaid laws and regulations, and that are not listed on the Environmental Protection Agency's List of Violating Facilities. The Contractor shall promptly report to TRRC any violation of any of the aforesaid laws and

regulations, and the receipt of any communication from the Director of the Environmental Protection Agency Office of Federal Activities indicating that a facility to be used in performing the Contract is under consideration for listing by the said Agency. The Contractor shall include in all subcontracts in excess of \$100,000.00 provisions sufficient to ensure the subcontractors' compliance with the foregoing, and shall take such action to enforce such provisions as TRRC or the U.S. Government may direct. The Contractor and all subcontractors shall recognize mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C., section 6321 *et seq.*).

16. CARGO PREFERENCE.

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to TRRC (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

17. FLY AMERICA.

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

18. ENERGY CONSERVATION.

The Consultant agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, *et seq.*

This requirement extends to all third party contractors and their contracts at every tier and this clause shall be included in all such subcontracts.

19. 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.

20. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS.

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

21. ACCESS REQUIREMENTS TO INDIVIDUALS WITH DISABILITIES.

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C. U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 39;
- D. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 36;
- E. DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-10;
- G. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

- H. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

15.0 SIGNATURE REQUIREMENTS FOR PROPOSAL DOCUMENTS

All documents submitted as part of a proposal package must be signed by the person having the legal authority to bind the corporation or firm and that signature be attested/notarized in accordance with the rules listed below. Failure to comply with the signature requirements below may result in the proposal being rejected as non-responsive.

- (a) Name of Corporation or Firm: Type or print the name of the corporation or firm submitting the Proposal on the line entitled "Name of Corporation or Firm".
- (b) Proposals Submitted by a Corporation: All documents requiring signature must have the original ink signature of an officer of the Corporation. The Corporate Secretary or Assistant Corporate Secretary must witness the officer's signature on the line to the left of the corporate officer, and the firm's corporate seal, must be affixed.
- (c) Proposals submitted by a Company: All documents requiring signatures must have the original ink signature of the Owner. No seal and witness signature are required in the "Attest" area; however, a Notary Public will complete the required information and affix his/her seal as witness to the Owner's signature.
- (d) Proposals submitted by Partnerships: All documents requiring signatures must have the original ink signature of a General Partner. No seal and witness signature are required in the "Attest" area; however, a Notary Public will complete the required information and affix his/her seal as witness to the General Partner's signature.
- (e) Proposals submitted as a Joint Proposal: If two or more parties submit a joint Proposal, all forms must be signed by the appropriate representatives of each/all parties and each signature attested/notarized as provided above. The Proposer may modify the signature spaces to meet this requirement. Under each signature, the name and title of each person who signed must be typed or printed.
- (f) Authorized Representative Signature Requirements: Some businesses may delegate the authority to sign Proposal documents to an authorized representative or agent. In such cases, all documents requiring signatures must have the original ink signatures of the "authorized" representative or agent. Attached to the documents signed by the authorized representative must be a power of attorney or resolution of the authorizing entity, executed in conformance with the above signature requirements, specifically providing the authorized representative with the authority to execute the documents on behalf of and binding the authorizing entity. A Notary Public who will complete the required information and affix his/her seal must notarize each signature on the documents and that of the authorizing entity. On the line beneath each signature, type or print the signer's name and title.

16.0 REQUIRED PROPOSAL FORMS THAT NEED TO BE EXECUTED

- Statement Of Bidder's / Proposer's Qualifications
- Anti-Collusion Affidavit
- Authorization For Information
- Program Fraud And False Or Fraudulent Statements And Related Acts
- Anti-Boycott Divestment And Sanctions Against Israel Certification
- Proposer Certifications O.C.G.A Sect. 45-10-20
- Contractor Affidavit Under O.C.G.A. § 13-10-91(B)(1)
- Proposal Form
- Proposer Declaration
- Exhibit A- On-Call Advisory Consultant Services

All documents need to be signed prior to contract execution. The owner or an officer of the business or corporation may sign this document. A corporate seal or Letter of Authorization is needed for any other signer. For instance, if a salesman or manager signs this form, a Letter of Authorization or a corporate seal is to be attached. Also if you do not have a corporate seal, the documents need to be notarized.

If you have any questions or concerns before having this document signed, please contact TRRC's Transit Department at pludlow@threeriversrc.com.

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STATEMENT OF BIDDER'S / PROPOSER'S QUALIFICATIONS (Page 1 of 2)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Should this page not be part of the bid/proposal packet, you're bid will be classified as not in compliance and may be disqualified. The questions may be answered on separate attached sheets. Bidder/Proposer may submit additional information he/she desires.

1. Name of Bid/Proposer _____
2. Permanent Main Office Address _____

3. Office Phone _____ Cell Phone _____
4. Fax Number _____ E-mail Address _____
5. When Organized _____
6. If a Corporation, where Incorporated _____
7. How many years have you been engaged in business under your present firm or trade name?

8. Contracts on hand: _____ (Schedule these, showing gross amounts of each Contract Agreement and the appropriate anticipated date of completion, **this will be an attachment.**)
9. General character of work performed by you. _____
10. Have you ever failed to complete any work awarded to you? Yes _____ No _____
11. If so, where and why? _____
12. Have you ever defaulted on a Contract Agreement? Yes _____ No _____.
13. If so, where and why? **This will be an attachment.**
14. List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed, **this will be an attachment.**
15. List your major equipment available for this Contract Agreement, **this will be an attachment.**
16. Experience in General or Sub-contractor specialty work similar in importance to this project, **this will be an attachment.**
17. Background and experience of the principal members of your organization, including the officers, **this will be an attachment.**
18. Give bank reference. _____

19. TRRC may ask for a detailed financial statement that you must furnish if requested, you must answer if you are in agreement that you will furnish the financials. Yes _____ No _____
20. Net Worth Ratio: _____

AUTHORIZATION FOR INFORMATION

The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by TRRC in verification of the recitals comprising this Statement of Proposer's Qualifications that I, being duly sworn deposes and says that the answers to the foregoing questions and all statements contained and true and correct.

Dated this _____ day of _____, 2019.

By _____
Name of Corporation or Firm

Authorized Signature

State of _____)
County of _____) §

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public: _____

Notary Number _____

My Commission Expires: _____

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PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Proposer 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 proposal, the Proposer 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 Proposer 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 Proposer to the extent the Federal Government deems appropriate.

(2) The Proposer 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 TRRC of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 16 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

(3) The Proposer 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 who will be subject to the provisions.

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of the above regulations and apply to this certification and disclosure, if any.

Name of Individual, Partnership or Corporation

Signature of Proposer or Proposer’s Authorized Agent

_____ day of _____, 2019

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ANTI-BOYCOTT DIVESTMENT AND SANCTIONS AGAINST ISRAEL CERTIFICATION

Proposer certifies and verifies that it: (i) does not boycott Israel and (ii) will not boycott Israel during the Term of the resulting Contract.

Form requirements:

This certification is required by O.C.G.A. § 50-5-85.

This form is required to be attached to all Contracts (services), regardless of whether Contract requires the creation of a Purchase Order.

Pursuant to O.C.G.A. §50585, the state shall not enter into a contract with a total value of \$1,000 or greater with an individual or company if the contract is related to construction or the provision of services, supplies, or information technology unless the contract includes written certification that such individual or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

Company Name _____

Street Address _____

City _____

State _____

Zip Code _____

Phone Number _____

Printed Name
of Authorized
Representative _____

Title of
Authorized
Representative _____

Signature of
Authorized
Representative _____

Date _____

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PROPOSER CERTIFICATIONS O.C.G.A Sect. 45-10-20

This document must be fully completed, signed by an authorized representative of the Proposer, notarized and submitted with the Proposer's technical proposal.

1. I certify that, if awarded a contract, the Proposer will deliver goods and services, which will meet or exceed the specifications set forth in this RFP, the Proposal and the terms of the final contract between the Proposer and TRRC.
2. I certify on behalf of the Proposer that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services and is in all respects, fair and without collusion or fraud. I understand that collusive behavior surrounding formal solicitations is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Proposal and certify that I am authorized to sign this Proposal for the Proposer.
3. I certify that the Proposer has not violated and will not violate the provisions of the Official Code of Georgia Annotated, Section 45-10-20 *et. seq.*
4. I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, services, or equipment and is in all respects, fair and without collusion or fraud. I understand collusive behavior surrounding formal solicitations is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this Proposal for the Proposer.

Company Name _____

Authorized Representative's Name _____

Authorized Representative's Signature _____

Date _____

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Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned Proposer verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Three Rivers Regional Commission has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned contractor will forward notice of the receipt of an affidavit from a subcontractor to the contractor within five business days of receipt. If the undersigned contractor receives notice that a subcontractor has received an affidavit from any other contracted subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Three Rivers Regional Commission
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

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PROPOSAL FORM

Submitted by: _____
(Please type or print)

Address: _____

Telephone () _____ Fax: () _____

E-mail _____ Cell Phone #: _____

Federal ID# _____

Firm: _____

PROPOSALS WILL BE DUE AT THE ABOVE DATE AND TIME AND MAY NOT BE WITHDRAWN WITHIN NINETY (90) DAYS AFTER SUCH DATE.

I CERTIFY that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same contractual services and is in all respects fair and without collusion or fraud. I agree to a Proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal and that the proposal is in compliance with all requirements of the Request for Proposal including, but not limited to, certification requirements.

The Firm further declares that it has examined the solicitation documents and all addenda, and that it has satisfied itself about TRRC’s requirements and all other information in the solicitation.

The undersigned Proposer hereby submits to TRRC this Proposal.

Name of Proposing Firm or Other Entity: _____

Printed Name: _____

Title: _____

Authorized Signature: _____

(Balance of page intentionally left blank)

Proposer Declaration:

1. Proposer has carefully read and fully understands the full scope of the Specifications.
2. Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the Specifications.
3. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to proposal opening, but may not be withdrawn after proposal opening date and time.
4. TRRC reserves the right to award or reject any or all proposals and to accept the proposal, which will, in its opinion, best serve the public interest. TRRC reserves the right to waive any technicalities and formalities in the Proposal.
5. I acknowledge receipt of addenda number(s)

Addendum # 1: Date _____ Initialed _____	Addendum # 5: Date _____ Initialed _____
Addendum # 2: Date _____ Initialed _____	Addendum # 6: Date _____ Initialed _____
Addendum # 3: Date _____ Initialed _____	Addendum # 7: Date _____ Initialed _____
Addendum # 4: Date _____ Initialed _____	Addendum # 8: Date _____ Initialed _____

Proposer: (Name of Individual Partnership or Corporation)

(Signature of Proposer or Proposer's Authorized Agent)

(Title of Proposer or Proposer's Authorized Agent)

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COMPLETE THIS FORM IF YOU ARE NOT OFFERING A PROPOSAL

As part of TRRC’s continuing efforts to locate new sources and maximize competition, we would appreciate feedback from Proposer who is not proposing on our goods and services. If you are not offering a proposal on the enclosed request, please indicate which of the following describes the reason you have not submitted a proposal. Your company will be retained on our Proposer list for future goods and services unless you check Reason #1.

(Check One)

- 1. My firm does not offer the service requested.
- 2. The specifications were unclear. (Please attach information about your goods and services for future solicitations)
- 3. There was not sufficient time to submit a proposal. (TRRC may extend the deadline if requested).
- 4. My firm is working at full capacity presently.
- 5. The terms and conditions for this proposal are not acceptable to my firm. (Please explain)

- 6. Our experience on previous TRRC contracts was not satisfactory. (Please explain)

- 7. Other Comments

Firm Name: _____

Address: _____

Phone _____ Fax _____

Signature of Authorized Agent _____

Title of Authorized Agent _____

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