



Pioneer Valley Transit Authority (PVTA)

REQUEST FOR PROPOSALS (RFP)
RFP #18-004

Architectural and Engineering Design Services

Bus Operations and Maintenance Facility Renovation

2840 Main Street, Springfield, MA

Issue Date: February 7, 2018

Due Date: March 7, 2018 @ 2:00 PM

REQUEST FOR PROPOSAL NOTICE

To All Interested Parties:

The Pioneer Valley Transit Authority (PVTA) is seeking proposals from interested parties to provide Architectural and Engineering Designer Services in support of renovations to its Bus Operations and Maintenance Facility at 2840 Main Street, Springfield, MA. The specifics of the requested services relevant to this Request for Proposals (RFP), are set forth in the Scope of Services and supporting documents attached hereto and made a part hereof.

The RFP is available for download from PVTA's website at www.pvta.com once the interested firm has registered on the website as a vendor. The RFP can be found under the "Business" tab on the homepage by clicking the "Opportunities" subtab and then the RFP.

Proposals in response to PVTA's RFP # 18-004 for Architectural and Engineering Design Services must be received at the PVTA Administration Office, 2808 Main Street, Springfield, MA 01107 no later than 2:00 P.M. EST on March 7, 2018.

The Pioneer Valley Transit Authority (PVTA) is a Regional Transit Authority and Political Subdivision of the Commonwealth of Massachusetts. PVTA is organized pursuant to the provisions of Chapter 161B of the Massachusetts General Laws. Its statutory mandate is to provide public transit services to twenty-four (24) communities within the region of the Pioneer Valley in Western Massachusetts. PVTA is funded with federal, state and local funds, as well as passenger farebox revenue. PVTA is required to comply with the provisions of the Americans with Disabilities Act (ADA) as well as all federal and state laws, regulations and statutes. A guiding principal of PVTA is to continually improve the quality of its operations while providing accessible, safe, reliable, cost effective service to citizens of the Pioneer Valley.

Any contract resulting from proposals submitted to this RFP is subject to funding between the PVTA, the Massachusetts Department of Transportation, and the Federal Transit Administration. Further, any contract entered into pursuant to this RFP, will afford full opportunity to disadvantaged business enterprises to submit proposals, who will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

The Authority reserves the right to reject any and all proposals submitted to this Request for Proposal and waive informalities and irregularities, as it deems in its best interest.

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1.0 GENERAL INFORMATION

1.1 INTRODUCTION

The Pioneer Valley Transit Authority (“PVTA”) is the largest regional transit authority in Massachusetts with over 175 fixed-route buses and over 140 paratransit vans serving its 24 participating member communities within the Pioneer Valley region. PVTA is funded with federal, state and local monies, as well as farebox revenue. PVTA was created pursuant to Massachusetts General Laws, Chapter 161B, in August of 1974. PVTA is prohibited, by the provisions of Section 25 of Chapter 161B, from directly operating transit service; thus, all fixed-route and paratransit services are provided by subcontractors. PVTA is required to comply with the mandates of the Americans with Disabilities Act (ADA), as are the entities with which it contracts for transit and paratransit service.

PVTA provides comprehensive transit service via 41 fixed routes and 3 community shuttles in the region’s major urban centers and surrounding communities. PVTA provides complementary ADA paratransit service to the region’s disabled and elderly population. Paratransit service is generally available to a wider area than is reached by the fixed-route transit system.

The PVTA service area has a combined population of 578,218 residents (ACS 2012-2016 five-year estimates) and widely varying development patterns over approximately 600 square miles. These communities range from urbanized cities to suburbs and rural towns. The City of Springfield is the most densely populated community, with 4,831 residents per square mile, while many outlying towns have fewer than 1,000 residents per square mile—and 9 of PVTA’s 24 communities have fewer than 300 residents per square mile. Approximately 72% of PVTA’s service area is considered suburban or rural.

The region PVTA serves is developed around two urban areas. The largest, in the south of the region, has the cities of Springfield, Chicopee, and Holyoke as its urban core. In the north, the City of Northampton is a hub around which development is now occurring in the surrounding towns of Hadley, Amherst, and Easthampton. As home to the flagship campus of the state university, Amherst too is a significant center of employment and activity. Serving mixed population densities shapes the services that PVTA provides and how it functions.

PVTA is seeking qualified firms to provide architectural and engineering design services to renovate and convert its current Fixed-Route Bus Operations and Maintenance Facility at 2840 Main Street in Springfield, MA into a Paratransit Bus Operations and Maintenance Facility. The requested A&E designer services generally include four (4) distinct phases as follows:

- Phase I - Design Study & Programming to identify, evaluate, cost estimate & prioritize a:
 - (1) **Short-Term Program** of physical improvements needed to convert/renovate the existing facility to a paratransit facility. This short-term program of improvements will be financially constrained by a \$2.5 Million construction budget; designed in 2018, and advertised and constructed in 2019 so PVTA’s paratransit operator can

move into the facility in 2020.

- (2) **Longer-Term Program** of physical improvements suitable for inclusion in PVTA's Capital Plan over a 10-year planning horizon.
- Phase II - Design Services to advance the approved \$2.5 Million program of short-term physical improvements from Phase I through all phases of design and development of construction documents.
- Phase III - Bidding Services to assist PVTA with advertising, bidding and construction contracting the short-term physical improvements resulting from Phase I.
- Phase IV - Construction Administration Services from the pre-construction kick-off meeting through construction, commissioning and close-out for the short-term physical improvements resulting from Phase I.

While PVTA intends to contract an A&E design consultant under this RFP for all phases of the project listed above, funding is only authorized for Phase I Design Study & Programming as outlined in the scope of services. Therefore, a Cost Proposal is only requested for the Phase I Design Study & Programming Phase, which will be negotiated. A not-to-exceed fee limit of \$60,000 (including reimbursables) has been set as a cost ceiling for fee negotiations with the selected design firm for Phase I.

It is anticipated that the Design Study & Programming Phase will be completed within 90 days of a formal Notice to Proceed. Based on the approved, prioritized program of physical improvements in Phase I, and subject to funding approvals, PVTA will negotiate and authorize subsequent phases of design and construction services with the selected consulting firm. Therefore, the candidate firm/team selected for this project must have the capabilities to carry out all phases of the project. The specifics of these requested services and schedule are set forth in the Scope of Services and supporting documents attached hereto and made a part hereof.

PVTA has established a goal that certified disadvantaged business enterprises (DBEs) participate in a minimum of ten percent (10.0%) of the dollar value of the Phase I Design Study and Programming, as well as the total dollar value of the entire scope of services should remaining phases be authorized. DBE firms are required to provide a valid certification from the Commonwealth of Massachusetts Supplier Diversity Office (SDO). PVTA strongly encourages the use of Minority, Women, or other Disadvantaged Business Enterprises as the prime contractor, subcontractors, and/or suppliers.

1.2 DUE DATE

Sealed proposals for the work described herein are due by 2:00 PM EST, March 7, 2018 at the PVTA Administration Office, 2808 Main Street, Springfield, MA 01107. PROPOSERS ARE REQUIRED TO SUBMIT A PROPOSAL INCLUDING ALL FORMS CONTAINED IN THIS PACKAGE.

Late submissions will not be accepted. It is the responsibility of any entity responding to this RFP to ensure that its Proposal is delivered to PVTA by the deadline. Delivery by facsimile or email will not be accepted.

1.3 PRE-PROPOSAL CONFERENCE

A non-mandatory Pre-Proposal Conference will be held on February 14, 2018 at 10:00 AM in the 3rd Floor Conference Room at PVTA's Administrative Offices, 2808 Main Street, Springfield, MA, to outline the requested scope of services, provide Proposers with the opportunity to ask questions concerning the RFP or the RFP process, and to provide a walk-through of the abutting 2840 Bus O&M Facility. Attendance at the Pre-Proposal Conference is not mandatory and is not a condition for final award.

1.4 QUESTIONS/REQUESTS FOR CLARIFICATION

The deadline for written questions and requests for clarification regarding the RFP or RFP process is 5:00 PM on February 28, 2018. All questions or requests for clarifications must be submitted in writing via email to Matthew Bartlett at mbartlett@pvta.com. Communication by any Proposer with any agent, employee or consultant of PVTA or PVTA relative to this RFP or the pending process, other than as established herein, may in the sole judgment of the Authority, result in the Proposer being disqualified.

PVTA reserves the right, at any time, to issue addenda to this RFP or to make adjustments to its project schedule if it is deemed in PVTA's best interest to do so.

1.5 ACCEPTANCE PERIOD

The PVTA requires an Acceptance Period of one-hundred twenty (120) calendar days. "Acceptance Period" for purposes of this solicitation means the number of calendar days available to the PVTA for awarding a contract based on the Due Date specified in this solicitation for receipt of proposals.

1.6 CANCELLATION OF SOLICITATION

The PVTA reserves the right to cancel this solicitation at any time prior to execution of the Contract by all parties and without any liability against the PVTA.

1.7 PROCUREMENT SCHEDULE

2/7/18	Publicly Advertise the RFP
2/14/18 @ 10:00 AM	Pre-proposal Conference & O&M Facility Walk-Thru
2/28/18 @ 5:00 PM	Deadline for Written Questions/Requests for Clarifications
3/7/18 @ 2:00 PM	Deadline for Submission of Proposals
3/08/18 to 3/21/18	Selection Comm. Eval., Recommendation & Award (Projected)
4/2/18	Execute Contract/Notice-to-Proceed (Projected)

2.0 INSTRUCTIONS TO PROPOSERS

2.1 SCOPE OF PROPOSAL

Pursuant to this Request for Proposal (“RFP”), Proposers are required to comply with the terms and conditions stated herein to be deemed responsive and responsible. Proposers must address all terms, conditions, and concerns listed in this RFP and describe how it plans to complete the work effort such that the Authority’s requirements are fully met. If a proposal does not meet all the requirements listed in the RFP, the Proposer’s proposal may be deemed non-responsive. Failure by the Proposer to examine all information pertaining to this solicitation or participate in an on-site visit, if scheduled by the Authority, will be at the Proposer’s risk.

2.2 AUTHORITY TO SUBMIT PROPOSAL/EXECUTE CONTRACTS

Proposers shall complete, execute and return with their Non-Price Proposal, the Certificate of Authority as attached in **Exhibit A** of this RFP, certifying the signing individual has the authority to submit the proposal and execute contracts on behalf of the Proposing firm.

2.3 CHANGES TO THE RFP VIA ADDENDA

Should PVTA make changes to any specification, stipulation, requirement, or procedure, notification will be made to all Proposers in the form of written Addenda. No officer, agent, or employee of PVTA is authorized to amend any provision contained in this RFP, including the specifications, unless such amendment is issued as an Addendum and sent to all Proposer in accordance with this section.

2.4 EXTENSION OF PROPOSAL DUE DATE

Requests for an extension of the bid Due Date must be submitted in writing to the attention of the Procurement Officer no later than five (5) business days prior to the Due Date. PVTA reserves the right to determine whether an extension is justified. All Proposers will be notified in writing of any extension granted.

2.5 ACKNOWLEDGEMENT AND POSTING OF ADDENDA

Proposers shall acknowledge written Addenda by signing and returning the Addenda Acknowledgment form attached in **Exhibit B** of this RFP with the Proposer’s Non-Price Proposal. The Proposer is responsible for verifying the number of Addenda issued, which is available at: www.pvta.com, under the “Business” section tab on the homepage and “Opportunities” subtab. If this RFP is modified by an amendment, then all terms and conditions that are not modified remain unchanged.

2.6 SUBMISSION REQUIREMENTS

All information requested shall be provided according to the following instructions in order to be considered a responsive Proposal. Separate Non-Price and Cost Proposals shall be typed; concise, but comprehensive. They should clearly state on the front of the package whether they are the Non-Price Proposal or the Cost Proposal; include the RFP Name (“PVTA Springfield Bus O&M Facility Renovation A&E Design Services”) and RFP Number (# 18-004) as well as the name and address of the proposing firm. Each submission shall include a cover letter showing

the Proposer's firm name, post office address, telephone/fax number as well as signature's name, title, telephone number and email address. All pages in the proposal must be numbered and signatures in ink.

2.6.1 Number of Submitted Proposals

Proposers shall submit five (5) bound copies of the Non-Price Proposal and one (1) separate, sealed copy of the Cost Proposal. Proposers shall submit an electronic copy of the Non-Price and Price Proposal if requested by PVTA.

2.6.2 Separate Cost/Pricing Information – Cost and pricing information must only be presented in the Cost Proposal. Non-compliance with this requirement will result in the Proposal being deemed non-responsive.

2.6.3 Non-Price Proposal

The following information must be submitted with the non-price proposal and will be used for evaluation and selection of a proposing firm:

Table of Contents – should outline in sequential order the major sections of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents. Tabulations for each section of the Proposal is desired.

Proposal Letter - provide a brief narrative (2 pages or less) signed by an authorized principal of the firm which introduces the proposing firm and any subconsultants on the team, summarizes team experience, notes whether the proposal meets or exceeds the stated DBE goal, and why the proposing firm/team is ideally suited and qualified for the project.

Firm/Team Qualifications and Experience: Provide the names, address and telephone number and years in business of the proposing firm, names of all officers, principals, and owners. Firm experience including listing and description of three (3) facility projects of similar size, complexity and scope to this one. Identify publicly bid (Chapter 149) bid facility renovation project experience and any transit facility-related facility experience. If applicable, include subcontractor qualifications and experience as it relates to expertise and responsibilities within the proposal. A project team capable of delivering services for the entire design project should be assembled even though only Phase I work will be initially funded/contracted.

Project Manager and Key Staff Qualifications: Provide professional background, qualifications and years of experience of Project Manager and Key staff (major disciplines) within your firm including key staff of sub-consultants assigned to this project if any. Resumes for the Project Manager and key staff shall be submitted. Copies of valid Massachusetts Architectural Licenses or Professional Engineering Registrations for the Project Manager and responsible design personnel must be provided. The Proposer must identify any subcontractors or outside specialists that will be engaged, indicate the specific services and/or key staff roles they will be fulfilling, their qualifications/experience to do so, as well as whether they have teamed with the Prime firm on previous projects. Include an Organizational Chart listing the key professional staff and

functional areas for delivery of the work.

Disadvantaged Business Enterprise (DBE) Participation Forms: PVTA has established a goal that certified disadvantaged business enterprises (DBEs) participate in a minimum of ten percent (10.0%) of the dollar value of the Phase I Design Study and Programming, as well as the total dollar value of the entire scope of services should remaining phases be authorized.

Each Proposer, as part of its Non-Price Proposal submission, shall supply the following:

1. A completed DBE Utilization Form attached as **Exhibit C**, committing the proposed DBE firm participation as a percentage of the total dollar value of the proposed Cost Proposal for Phase I Design Study and Programming. **Note: No dollar values shall be reported.**
2. A completed DBE Participation Schedule attached as **Exhibit D**, listing those qualified DBE's comprising the DBE utilization percent stated in the DBE Utilization Form above. **Note: No dollar values shall be reported.** If the Proposer is unable to commit to the 10% DBE goal, they must complete and submit a DBE Good Faith Effort Form attached as **Exhibit E**.
3. An original DBE Affidavit with most recent certifications attached as **Exhibit F**, from each DBE certifying DBE status and stating that there has not been any change in its status since the date of its last certification.

References: Provide three (3) references of persons (with name and contact information) who are familiar with the work of the Project Manager and Prime Firm. By submitting a proposal, the proposer expressly provides its consent for the PVTA or its representatives contact the listed references to ask these individuals about the firm's past performance. The PVTA reserves the right to seek references beyond those supplied by the Proposer, which may be used as part of the evaluation process.

Detailed Phase I Scope of Services – Consultant shall provide a detailed scope of services for the Phase I Design Study & Programming. The summary tasks listed under the scope of Phase I services later in this RFP are very general in nature and not intended to be inclusive of all the tasks or steps needed to provide the desired products that will ultimately be delivered under contract with the selected Proposer. As such, Proposer's shall provide a detailed scope of services that expands on the identified tasks, activities and discussions listed and should include other measures, methodologies or strategies that can be employed to improve the overall quality of services and ultimately, the products delivered. *The general scope of services listed for Phase II, III and IV will be negotiated separately should the project advance beyond Phase I. As such, only a detailed Phase I scope of services is requested herein.*

2.6.4 Cost Proposal (in separate sealed envelope)

The Cost Proposal is only requested for the Phase I Design Study & Programming Phase. A not-

to-exceed fee limit of \$60,000 (including reimbursables) has been set as a cost ceiling for fee negotiations with the selected design firm for Phase I services. The cost proposal form provided in attached **Exhibit G** shall be used and completed for this requirement. The Cost Proposal shall include all costs and expenses associated with the Proposal, detailing all labor hours, rates, and costs by professional staff including overhead rates/costs and profit, sub-contracted fees, direct expenses and estimated reimbursable expenses by Task included in the Phase I Scope of Work. Fully-billable hourly rates must be provided separately within the sealed Cost Proposal submission for all key personnel should additional services be requested during the project. These fully billable hourly rates will be set for the duration of the project.

2.6.5 Submission Forms, Certifications and Statements

Proposers responding to this RFP must fully complete, sign, and submit with the Non-Price Proposal the Forms, Certifications, Statements listed in this Section as well as any requested supplemental documentation required in the Forms, Certifications and Statements listed and attached with this RFP. The only attached form not to be provided in the Non-Price Proposal is the Cost Proposal Form, which must be provided in the separate, sealed Cost Proposal envelope. All Forms must be current and, if requested, notarized. Proposers shall not: (1) leave any section of a form blank; (2) mark any section of a form not applicable (N/A); (3) make reference to other non-provided documents; or (4) make any response conditional.

Exhibit A	Certificate of Authority
Exhibit B	Addenda Acknowledgement Form
Exhibit C	DBE Utilization Form (Section 2.6.3)
Exhibit D	DBE Participation Schedule (Section 2.6.3)
Exhibit F	DBE Affidavit(s) Form (Section 2.6.3)
Exhibit G	Cost Proposal Form (Section 2.6.4) (Separate, Sealed Cost Proposal)
Exhibit H	Certification of Eligibility to Bid or Propose (Section 2.8)
Exhibit I	Certificate of Tax Compliance (Section 2.8)
Exhibit J	Certification of Restrictions on Lobbying (Section 2.8)
Exhibit K	Certification of Non-Collusion (Section 2.8)
Exhibit L	Conflict of Interest Certification (Sections 2.8 and 2.13)

2.7 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF OFFERS

2.7.1 Late Submission

Any offer received by PVTA Procurement after the exact time specified for receipt as designated in Section 1.2 (Due Date) will not be considered unless the package was received prior to award by a method authorized by the PVTA and the late receipt was due solely to the mishandling of the package by the PVTA after receipt; or it is the only offer received by PVTA.

2.7.2 Modification of an Offer

Any modification of an offer, except a modification during negotiation with the top ranked firm, is subject to the same conditions stated in Sections 2.7.

2.7.3 Withdrawal of an Offer

Proposals may be withdrawn by written notice to the PVTA or in person by the Proposer or an authorized representative of the Proposer at any time before award.

2.8 PROPOSER DISQUALIFICATION

PVTA reserves the unqualified right, in its sole and absolute discretion, to disqualify any team, firm or individual from any phase or component of the selection process due to an ineligibility to propose or:

- i. a determination by PVTA that the Proposer has failed to disclose any matter that materially relates to the fitness or the ability of the Proposer to perform the work and Services associated with this RFP; or
- ii. a conflict of interest; or
- iii. is any way a violation of the procurement process.

To this end, the following certification forms included with this RFP must be completed, signed and submitted with the Proposer's Non-Price Proposal: Certification of Eligibility to Bid or Propose (attached **Exhibit H**), Certificate of Tax Compliance (attached **Exhibit I**), Certification of Restrictions on Lobbying (attached **Exhibit J**), Certification of Non-Collusion (attached **Exhibit K**), and Conflict of Interest Certification (attached **Exhibit L**).

PVTA reserves the unqualified right to disqualify any prospective Proposer or reject any response at any time solely on the grounds that a real or perceived legal or policy conflict of interest is presented, or terminate any contract arising out of this RFP if, in the opinion of PVTA, any such relationship would constitute or have the potential to create a real or perceived conflict of interest.

2.9 WAIVER OF INFORMALITIES, DEVIATIONS, ERRORS & MATTERS OF FORM

PVTA reserves the right to waive any informalities, deviations, errors, and matters of form rather than substance regarding the bid documents, which can be waived or corrected without prejudice to the Contractor. No officer or agent of PVTA is authorized to waive this reservation.

2.10 APPEAL/PROTEST PROCEDURES

Bid appeals/protests relative to this procurement will be reviewed and adjudicated in accordance with PVTA's Appeals/Protest Procedure. A copy of this procedure is available by contacting the Procurement Officer. In the event this procurement is federally funded with financial assistance from the Federal Transit Administration (FTA), interested parties may elect to issue a protest to the FTA if the interested party believes that PVTA failed to follow the protest procedures identified above. Such protests to FTA must be filed in accordance with FTA Circular 4220.1F, Section 71, Written Protest Procedures.

2.11 PRE-CONTRACTUAL EXPENSES

PVTA shall not be liable for any pre-contractual expenses incurred by the Proposer in the preparation of its proposal. The Proposer shall not include any such expenses as part of its proposal. Pre-contractual expenses are defined as expenses incurred by the Proposer in:

- 2.11.1** Preparing its proposal in response to this RFP;
- 2.11.2** Submitting its proposal to PVTA;
- 2.11.3** Negotiating with PVTA any matter related to this proposal; or
- 2.11.4** Any other expenses incurred by Proposer prior to date of award, if any, of the Agreement.

2.12 TAX EXEMPTION

PVTA is exempt from Federal Excise Tax, including Transportation Tax, and will furnish properly executed tax exemption certificates upon request. PVTA is also exempt from Massachusetts State Sales Tax -- Exemption Number E-042-562-370. Such taxes should not be included in bid prices, except for gasoline taxes.

As an independent Contractor, the Contractor alone shall be responsible for payment of all federal, state and local taxes of all types and kinds applicable to such fees incurred under this Agreement.

2.13 CONFLICT OF INTEREST

Massachusetts Conflict of Interest Law, G.L. c. 268A, governs the conduct of all public officials and employees, including all dealings with potential contractors. Therefore, it is the responsibility of Contractor to ensure compliance with the Commonwealth's Conflict of Interest Laws and avoid any conduct which might result in or give the appearance of creating for Board members, officers or employees of the Authority in their relationship with the Contractor any conflicts of interest or favoritism and/or the appearance thereof or any conduct which might result in a Board member, officer or employee failing to comply with G.L., c. 268A. Non-compliance with the Conflict of Interest terms shall constitute a material breach of this Contract.

For purposes of this solicitation, it is understood and agreed that no gift, loan or other thing has been or will be given to any employee, agent or officer of PVTA by the Proposer, Proposer's employees, subcontractors, or agents in connection with the award or performance of this Contract. It is further understood and agreed that no Board member, officer, or employee of PVTA; no officer or employee of any independent authority or political subdivision of the Commonwealth of Massachusetts, no officer, employee, or elected official of the Commonwealth of Massachusetts, executive or legislative of any city, county, or town within the 24 cities and towns serviced by PVTA; and no member or delegate to the Congress of the United States, during his/her tenure shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

If, during the performance of this Contract and any extension thereof, the Contractor becomes aware of any relationship, financial interest, or other activity in which it or an affiliated person or company is involved which is not in compliance with these provisions, the Contractor shall promptly notify the PVTA Procurement Officer in writing and fully disclose all circumstances

thereof. The Authority reserves the right to grant an exception to the requirements of this Section, if so allowed by law, and notify the Contractor thereof. If the Authority does not grant an exception, the Contractor shall, within ten (10) days of written notice from the Authority, take all action necessary to comply with the terms stated herein. The Proposer shall certify compliance with these terms and the Massachusetts Conflict of Interest Laws by executing the Certification form referenced in Section 2.8 of this RFP.

3.0 CONSULTANT SELECTION PROCESS

3.1 QUALIFICATIONS-BASED SELECTION (QBS)

PVTA utilizes QBS for procuring architectural and engineering designer services.

3.1.1 Selection Committee/Ranking of Non-Price Proposals

A Selection Committee ('SC') approved by the PVTA Administrator, while maintaining strict confidentiality, will review the Non-Price Proposals to determine if the submissions are compliant with the technical and contractual requirements stipulated in this RFP. The SC will review, evaluate and rank all responsive Non-Price Proposals based on established evaluation criteria and weightings listed in Section 4.3 (Evaluation Criteria). The SC may invite some or all Proposers to submit additional material to clarify or support their Non-Price Proposals, and may at its sole discretion, conduct interviews with all Proposers or with short-listed Proposer's only.

3.1.2 Cost/Fee Negotiation with Top-Rated Firm

The Cost Proposal of (only) the top-rated firm will then be opened and evaluated by the PVTA Procurement Officer and/or CFO. Based on the cost evaluation, the Procurement Officer may either: (1) recommend award of the contract immediately to the PVTA Administrator; or (2) initiate negotiations with the top-rated firm. If the top-rated firm is invited into negotiations but a lump sum fee and Contract, acceptable to PVTA, is not achieved, the PVTA will terminate negotiations with that firm, open the Cost Proposal of the second rated firm and begin negotiations with the second-rated firm. If a lump sum fee and Contract cannot be negotiated with the second-rated firm the PVTA will terminate negotiations with that firm and move to the third-rated firm, and so on, until an agreed-upon lump sum fee and Contract is achieved, and approval is received from the PVTA Administrator.

3.2 CONTRACT AWARD

When the Procurement Officer determines that an award can be made that is judged by PVTA to be in its best interest, a recommendation is made to the PVTA Administrator to proceed with making the award. The Contracting Officer prepares a request for approval by the Administrator that contains the Evaluation Committee's documentation supporting the final recommendation. Following receipt of the Administrator's approval, all Proposers will be advised, in writing, of PVTA's final decision. The Contract will then be executed between PVTA and the selected Proposer(s). Upon execution of the Contract, a formal Notice to Proceed will be issued to the Contractor.

4.0 EVALUATION OF NON-PRICE PROPOSALS

4.1 MINIMUM QUALIFICATIONS OF PROPOSERS

Prospective Proposers must meet the following minimum qualifications to be considered for selection:

4.1.1 Project Manager Experience - The firm/team must commit an individual Project Manager with at least ten (10) years of project management experience on commercial/industrial building design/renovation projects comparable in size and complexity to this one which have been publicly bid. Project Manager must be licensed/registered by the Commonwealth of Massachusetts as an Architect or Professional Engineer.

4.1.2 Firm/Team Experience - The firm/team must possess Massachusetts professional registration and licensing in all applicable site/building design disciplines as well as a thorough knowledge of the Massachusetts State Building Code and all laws and regulations governing public building construction projects in the Commonwealth, as well as the requirements set forth by the Americans with Disabilities Act (ADA) for building projects.

4.2 QUALIFICATIONS COMPLIANCE DETERMINATION - PVTA is the sole judge in determining compliance with qualifications standards.

4.3 EVALUATION CRITERIA

The Non-Price Proposals, including qualifications, experience, scope of work/approach, and DBE status, shall be evaluated based upon the following criteria and possible 100-point total:

4.3.1 Overall Quality and Responsiveness of Proposal (10 Points)

This evaluation criteria considers how well-written and concise, how organized and responsive, and how well the Proposal demonstrates an understanding of the RFP and project requirements.

4.3.2 Firm/Team Qualifications (30 Points)

This evaluation criteria considers the experience, capacity and ability of the Firm/Team to satisfactorily accomplish all the required Services. This review shall also be based on the successful performance and examples of previous projects cited that are similar in scope and complexity to this project.

4.3.3 Project Manager and Key Staff Qualifications (30 Points)

This evaluation criteria considers the qualifications and technical competence of specific and key person(s) assigned to this project. Prior experience of both the Applicant's Project Manager and Key Staff assigned to the project with regard to work on similar facility design projects. Demonstrated knowledge and experience of M.G.L. Chapter 149 relating to public construction projects and transit facility design projects will be considered. Professional references will also be considered.

4.3.4 Detailed Phase I Scope of Services (25 Points)

This evaluation criteria rates the overall quality of the Proposer's detailed Phase I Scope of Services. It considers the proposed technical approaches, logical progression of tasks and how comprehensive the approach is. It also considers insights, imagination, creativity and targeting of resources to be applied, adequacy/reasonableness of task descriptions and study/evaluation/prioritization processes that will result in a superior program of building improvements and basis for design.

4.3.5 DBE Participation (5 Points)

Proposals shall be rated on the basis of DBE team participation proposed for the Phase I Scope of Services including a commitment to achieve the stated DBE goal throughout future phases of work. Proposals that provide no DBE participation will receive zero (0) points. Proposals that provide less than 10% DBE participation will receive one (1) point. The Proposal asserting the greatest percentage of DBE participation will receive five (5) points. All other proposals with a DBE participation rate of 10% or more will receive between two (2) and four (4) points based on the numerical relationship of their percent DBE participation to the DBE participation in the Proposal having the greatest percent DBE participation.

5.0 OTHER TERMS AND CONDITIONS

5.1 TERMINATION

The Proposer selected and awarded a contract through this RFP shall receive payment for Services from PVTA. PVTA reserves the right to terminate the Contract or modify it accordingly, including termination for cause and termination for convenience:

5.1.1 Termination for Cause - If at any time during the term of the Agreement PVTA determines that the Contractor has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of PVTA, or by not complying with the direction of PVTA or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, PVTA shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor to cure such breach within two (2) calendar days. The Contractor specifically agrees that it shall indemnify and hold PVTA harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the Contractor fails to cure said breach within two (2) calendar days, PVTA may, at its election at any time after the expiration of said two (2) calendar days, terminate this Agreement by giving written notice thereof to the Contractor specifying the effective date of the termination. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which PVTA may have against the Contractor up to the date of such termination, and the Contractor shall be liable to PVTA for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely

manner. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by PVTA.

5.1.2 Termination for Convenience - PVTA may terminate this Agreement at any time for convenience by providing the Contractor written notice specifying therein the termination date which shall not be sooner than ten (10) calendar days from the issuance of said notice. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by PVTA, such payment not to exceed the fair value of the services provided hereunder.

5.2 NON-COMPLIANCE WITH TERMS AND CONDITIONS

Any terms and conditions proposed by a Proposer that do not comply in substance with all material requirements of the RFP, are contrary to the best interests of PVTA, or that are inconsistent with PVTA policy or PVTA terms and conditions, shall be deemed non-responsive. PVTA may disqualify any Proposal that, in PVTA's sole and absolute discretion, contains exceptions to material provisions of the RFP or PVTA terms and conditions. A complete list of PVTA's reservation of rights and disclaimers are attached as **Exhibit M**.

5.3 PROPRIETARY INFORMATION

All Proposals shall become the property of PVTA. If any proprietary information is contained in or attached to a Proposal, it must be clearly identified as such. If more than twenty-five percent (25.00%) of the contents of the Proposal are specified as proprietary information, the Proposal may be deemed non-responsive. Please note that PVTA is subject to the provisions of Chapter 4, Section 7(26) of the general laws of Massachusetts, a public records law, and particularly sub-clause (g) which excludes from the definition of a "public record": "trade secrets or commercial or financial information voluntarily provided to an agency for use in developing governmental policy and upon a promise of confidentiality; but this sub-clause shall not apply to information submitted as required by law or as a condition of receiving a governmental contract or other benefit."

5.4 FEDERALLY REQUIRED CONTRACT CLAUSES

The Federally required Contract clauses listed in the attached **Exhibit N** will become part of the Contract with the Proposer selected and awarded a Contract under this RFP.

6.0 INSURANCE

6.1 GENERAL REQUIREMENTS

Vendor shall maintain worker's compensation, general liability, automobile, and umbrella insurance for the minimum amount required outlined below. Insurance certificates shall be provided. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Vendor's Commercial General Liability Policy. These certificates and the insurance policies shall contain a provision that coverage is afforded under the policies will not be cancelled or allowed to expire until 30 days prior written notice has been

given to Pioneer Valley Transit Authority. Pioneer Valley Transit Authority shall be named as an additional insured on a primary and non-contributory basis on all liability and excess policies.

6.2 MINIMUM REQUIRED INSURANCE COVERAGES

Contractor shall carry the following minimum required insurance limits (coverage on an occurrence basis):

6.2.1 Commercial General Liability (CGL) – with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each location. CGL coverage shall be written on ISO Occurrence form CG 00 01 (10 93) or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury. Pioneer Valley Transit Authority shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 (11 85) or CG 2010 (10 93) **AND** CG 20 37 (10 01) or CG2033 (10 01) **AND** CG2037 (10 01) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

6.2.2 Automobile Liability - Business Auto Liability with limits of at least \$1,000,000 each accident. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Business Auto coverage must include as insureds all entities that are additional insureds on the CGL.

6.2.3 Workers' Compensation and Employers Liability - Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.

6.2.4 Commercial Umbrella Liability - \$2,000,000 Umbrella coverage must include as insureds all entities that are additional insureds on the CGL. Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Vendor.

6.2.5 Professional Liability - Aggregate - \$4,000,000 / Each Occurrence \$2,000,000

6.3 WAIVER OF SUBROGATION

Contractor waives all rights against Pioneer Valley Transit Authority and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employer's liability insurance maintained per requirements stated above.

7.0 SCOPE OF SERVICES

7.1 PROJECT BACKGROUND, PURPOSE AND NEED

PVTA is currently constructing a 230,000 square-foot, state-of-the-art, Fixed-Route Bus Operations and Maintenance (O&M) facility at 665 Cottage St., Springfield, MA to replace its grossly undersized and functionally obsolete Bus O&M Facility at 2840 Main St. in Springfield. The 2840 Main Street facility, which was constructed over 100 years ago as a trolley barn, is roughly 1/3 the size needed to safely support current fixed-route operations. The new Cottage Street Bus O&M Facility will provide light- and heavy-duty maintenance for PVTA's entire fleet of 175+ diesel and electric powered fixed-route buses.

PVTA anticipates moving its fixed-route bus operator, Springfield Area Transit Company (SATCO), including its administrative staff, maintenance personnel and bus drivers, from the 2840 Main Street facility to the 665 Cottage Street facility in January 2019 when the new facility will be fully constructed and operational. PVTA plans to move its paratransit operator (currently Hulmes Transportation, Inc.) from its leased facility (currently Chicopee, MA) to the 2840 Main Street facility in early 2020 after the facility has been renovated and modified to properly serve the smaller 100+ gas-powered, paratransit vehicles.

PVTA anticipates keeping three (3) SATCO mechanics and one (1) SATCO foreman at the 2840 Main St. facility to maintain and repair the paratransit vans. It is anticipated that up to three (3) SATCO body shop personnel and one (1) SATCO building maintenance employee will also be assigned to the 2840 Main St. facility – although the maintenance employee may be responsible for both the Main Street and Cottage Street facilities.

PVTA currently has its Paratransit Operator contract out to bid, so it is possible that an operator other than Hulmes Transportation will be relocating to the 2840 Main Street site as planned in early 2020. This relocation is stipulated in the Paratransit Operator RFP currently out to bid. Hulmes Transportation's current contract with PVTA expires in June 2018. It is anticipated that the new Paratransit Operator will be selected prior to an A&E firm being contracted for the services outlined in this RFP.

The renovation and paratransit retrofit design of the 2840 Main St. facility contemplated in this RFP, is planned to occur in calendar year 2018 so that construction of the physical improvements can be bid in January 2019, begun by April 2019 and completed by December 2019.

7.2 FACILITY DESCRIPTION

PVTA's existing Bus O&M Facility at 2840 Main Street, Springfield consists of two (2) separate buildings on a 4+ acre site as follows:

- (1) Bus Storage Garage w/attached Service Building – the storage garage is currently used to park PVTA fixed-route buses as well as some employee vehicles. The attached Service Building consists of two enclosed service lanes accommodating fare collection, fueling,

checking of consumable fluids and a bus wash facility. It is depicted as building “A” in Figure 1 below.

(2) Bus Operations & Maintenance Building - (built in 1916 as a former trolley barn) that includes SATCO’s Administrative Offices, Dispatch Area, Bus Driver and Employee Areas, Bus Maintenance Bays, Repair Shop, Tire Storage and Parts Room, Body and Paint Bay, and loading docks. It is depicted as Building “B” in Figure 1 below.

The design study area includes these two buildings as well as the entire site including but not limited to its driveways, circulation aisles, parking areas, storage areas and three (3) active underground diesel fuel storage tanks (USTs). Two of the USTs are 15,000-gallon, double-wall tanks installed in 1997 and the other is a 10,000-gallon, single-wall tank installed in 1985.

PVTA’s primary focus for the design study and design phase will be improvements needed by these two facilities and the broader site to adequately transition from a bus O&M facility that serves PVTA’s fixed-route, diesel bus system to its ADA Paratransit gas-powered bus/van system.

PVTA’s adjacent Administration Building (built in 1892 as a City Firehouse) with an address of 2808 Main Street, is technically located within the Bus O&M complex - but is not part of the design or design study except for its dedicated parking lot, which shall be considered with any circulation and/or physical improvements made to the O&M facility. This current parking area is extremely tight with inadequate aisle widths. The PVTA Administrative Building houses PVTA’s administrative staff who will not be relocating from the building when the Cottage St. Bus O&M Facility opens. It is depicted as building “C” in Figure 1 below.

Both the Bus Operations and Maintenance Building and PVTA’s Administrative Office Building are eligible for placement on the National Register of Historic Buildings.

7.2.1 Previous Facility Studies - A full building and operational description of the PVTA Bus O&M Facility at 2840 Main Street can be found in the following two PVTA studies posted to PVTA’s website at www.pvta.com:

- (1) Facility Needs Assessment and Program Manual, Wendel Duchscherer Architects & Engineers, September 21, 2010, which was developed as a first step in documenting the need for a new fixed-route bus O&M facility. This document includes a facility description and needs assessment of the existing facilities listed, as well as the current paratransit operations building leased and operated by Hulmes Transportation in Chicopee, MA. It also includes a list of potential improvements to each facility.
- (2) Energy Audit Report of PVTA Bus Storage and Maintenance Buildings, EMG, Inc., January 4, 2012. This energy conservation study includes a review of the building’s construction features, historical energy and water consumption and costs, review of the building envelope, HVAC equipment, heat distribution systems, lighting, and the building’s operational and maintenance practices.



Figure 1: PVTA Bus O&M Facility, 2840 Main St., Springfield, MA

7.3 RECENT FACILITY CAPITAL IMPROVEMENTS

The following is a list of capital improvements made to the 2840 Main Street facility over the past seven (7) years:

7.3.1 Bus Storage Garage w/Attached Service Building

- (1) New Interior Fluorescent Lighting – replaced existing fluorescents with new energy-efficient fluorescent fixtures and lighting controls including photo/occupancy sensor controls and wiring. (2012)
- (2) New Bus Wash System – replaced existing NS bus wash system with Westmatic Automatic 4-Brush Wrap-Around, Drive-Through Bus Wash System with Chassis Wash capable of washing both fixed-route and paratransit buses. (2014)
- (3) PVC Roof Replacement and New Skylight Installation – replaced 25-year old roof system with lightweight PVC roof; deck repairs and new skylights. (2016)
- (4) Fueling System Control-Head Upgrade (2018)

7.3.2 Bus Operations and Maintenance Building

- (1) Renovations to Dispatch Area, Supervisor Offices and Driver Break Room – project included renovation/updating of employee areas including restrooms/locker area. (2011)
- (2) PVC Roof and Skylight Replacement – replaced roof and skylights. (2011)
- (3) New Interior Fluorescent Lighting – replaced existing fluorescents with new energy-efficient fluorescent fixtures and lighting controls including photo/occupancy sensor controls and wiring to Body Shop, Parts and Machine Shop areas. (2012)

- (4) Replace Hot Water Boilers with High Condensing Boilers – replaced 12-year old hot water boilers with new energy-efficient, high condensing boilers and thermostats. (2013)
- (5) Video Surveillance – installed cameras, servers, data storage and VMS software. (2013)
- (6) Computer Room Retrofit – new drop ceiling, AC, uninterruptable power, connection to facility generator, fiber-optic connection to cabinet/other facilities, wifi, PC data. (2015)
- (7) Replace Elevator Piston (2017)
- (8) Computer Room Fire Suppression System Installation (2018) – planned.

7.3.3 Facility Property/Site

- (1) Replace Perimeter Chain Link Security Fence (2016)
- (2) UST Tank & Fuel Component Inspections (Annually)

7.4 CURRENT PARATRANSIT FACILITY OPERATIONS

The current Paratransit Operations and Administrative Office leased by Hulmes Transportation, Inc. is located in a former trucking facility/warehouse space at 80 1st Avenue, Chicopee, MA. A summary description of paratransit operations at the facility are provided below.

7.4.1 Facility Description and Needs

The offices built within the warehouse space seem to be of adequate size, but finishes are not durable and unlikely to withstand constant or long-term use. The front office area is undersized as is its bathrooms. The scheduling, reservations and training rooms are also undersized. The filing room size accommodates up to approximately 90 days of file storage. The building area has minimal exterior wall insulation, and the lighting is not energy efficient.

The operations area lacks certain amenities for drivers such as a quiet room and showers. The van storage area is located in an open striped lot wrapping around three sides of the operations building, and has one-way circulation with left turns only. The van parking area is not separated from employee parking, a safety concern, and is not controlled by a security gate. The van/employee parking area is not covered or enclosed, causing the vans to be exposed to the weather and requiring longer startup periods in cold weather.

7.4.2 Operational Description

Hulmes Transportation Services currently operates PVTA's ADA paratransit van service out of its Chicopee facility. They are responsible for general management of the paratransit service including call taking/reservations/scheduling, dispatching, customer service, fare collection, financial management, IT administration, service operation, vehicle storage, personnel management (hiring, training, etc.), statistical reporting, and related functions.

There are currently 125 Hulmes employees (management, administrative staff and bus drivers) working out of the facility with 112 paratransit vans and 3 Ford Escapes (supervisor vehicles) housed at the site. The paratransit van dimensions are as follows:

Paratransit Van:
26' length (bumper to bumper)

8'0" wide (body); 9'-4" wide (w/mirrors)
10'-0" max height (based on a Ford E450)

The paratransit vans are maintained by SATCO employees at the 2840 Main Street Bus O&M Facility. In addition to maintenance, PVTA provides for the paratransit operator's van fuel, oil, lubricants and tires and IT support. The paratransit operator is responsible for gas fueling the vehicles off-site under a PVTA third-party gas account with Cumberland Farms. This arrangement is not expected to change once the paratransit operator moves to 2840 Main Street.

Generally, paratransit services are operated seven (7) days/week during the same hours as PVTA's fixed-route bus service. Currently, all 112 paratransit vehicles are needed during PVTA's peak weekday periods; with approximately 32 needed on Saturdays; and 27 on Sundays.

7.5 GENERAL DESIGN STUDY ISSUES AND CONSIDERATIONS

The current 2840 Main Street Bus O&M facility has all the functional areas required to serve as a paratransit operations center including, but not limited to, administrative offices, dispatch area and training areas, driver break room and locker area, parts room, maintenance work areas/bays with hydraulic lifts, body and paint shops, fueling and bus wash facilities, separate covered bus parking and uncovered employee parking areas. However, because the existing facility is configured to service and maintain a much larger fleet of 40-foot, fixed-route diesel buses, some modifications will be required.

7.5.1 Design Priorities

With only \$2.5M of construction funding available for the planned 2019 renovation/conversion to a paratransit bus O&M facility, the design consultant will need to prioritize recommended improvements resulting from the design study, which will exceed the \$2.5M construction budget. First priority must be given to improvements needed to make the facility functional for paratransit administration, operations and maintenance. Recommended improvements that are unable to be funded by the \$2.5M budget will be considered for inclusion in PVTA's Capital Plan for potential funding in 2020 and beyond.

7.5.2 Reconfigure Functional Areas as Needed

The design reconfiguration will need to consider the size and adjacency requirements of paratransit operations – which may differ from those of the larger fixed-route bus operations. While administrative offices, bathrooms and locker rooms may remain largely unchanged, the design consultant will need to reconsider locations for, and modifications to, the current maintenance bays, parts, storage and dispatch areas to name a few. Other areas, such as the current body shop, including the body shop lifts, would likely be used for the same function once the facility is converted to full paratransit maintenance/use.

7.5.3 Gas-Powered Vehicle Considerations

Since the renovated facility will service gas-powered vans instead of diesel-powered buses, the existing exhaust, ventilation and air management system for the maintenance garage, storage and service buildings will need to be evaluated and updated as required by the Building Code.

Carbon monoxide detection systems will also need to be added to these buildings.

7.5.4 Emergency Back-up Facility to Cottage St. Bus O&M

PVTA will be maintaining the 2840 Main Street facility as a back-up facility to its new Cottage Street facility for fixed-route bus washing, fueling and potential emergency maintenance should any unforeseen event or emergency incapacitate or significantly diminish the operational capacity of the Cottage Street facility. As such, the current diesel fuel tanks will remain and certain planned maintenance improvements to the tanks and lines will be needed and considered herein. Similarly, the current hydraulic lifts will need to be maintained – even though they may not all be needed for paratransit vehicle maintenance purposes – so this too must be considered.

7.5.5 Site Access, Circulation and Parking Improvements

Site circulation and parking should improve substantially simply because we are eliminating the 150+, 40-foot, fixed-route buses currently being maintained and stored onsite and replacing them with 112, smaller, paratransit vans – as well as significantly downsizing the number of employees working/parking onsite. However, accommodations for these changes will be needed. Wendel prepared a concept plan for PVTA in 2017, depicted in attached **Exhibit O**, showing one potential configuration for future onsite circulation and parking modifications. This concept plan would separate paratransit bus and car traffic with buses using the existing Main Street driveways and cars using two proposed new driveways on Greenwich Street to access employee/visitor parking areas. In this concept, onsite traffic circulation would also change from two-way to a one-way, counterclockwise movement. The consultant will need to evaluate and recommend a future onsite circulation and parking for design within the budgetary constraint.

7.5.6 Administrative Office Renovations

PVTA anticipates these renovations to be minimal. The administrative offices should be painted with consideration given to re-carpeting or tiling the floors. Existing furniture and equipment will be maintained unless upgraded or replaced by PVTA – separate of this budgeted project.

7.6 PHASE I – DESIGN STUDY & PROGRAMMING

In Phase I, the design consultant shall identify, evaluate, cost estimate and prioritize a:

- (1) **Short-Term Program** of physical improvements needed to convert/renovate the existing facility to a paratransit facility. This short-term program of improvements will be financially constrained by a \$2.5 Million construction budget; designed in 2018, and advertised and constructed in 2019 so PVTA's paratransit operator can move into the facility in 2020;
- (2) **Longer-Term Program** of physical improvements suitable for inclusion in PVTA's Capital Plan over a 10-year planning horizon.

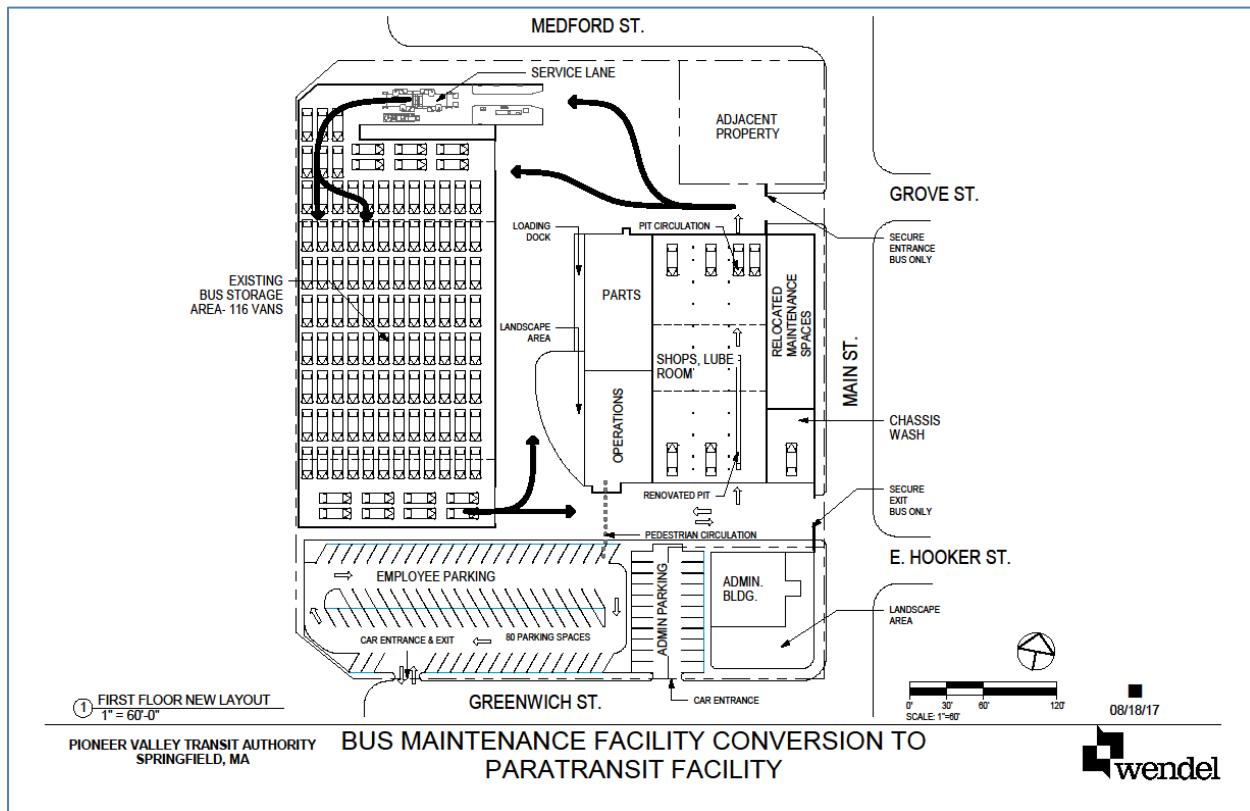


Figure 2: Site Access, Circulation and Parking Concept Plan

7.6.1 General Phase I Tasks:

Phase I Design Study & Programming will at a minimum include the following tasks:

- Review existing facility and operational studies, design plans, drawings, data and reports
- Meet with PVTA's Facility Design Committee to confirm project goals & objectives, identify key facility issues and key personnel to be interviewed
- Conduct Interviews with key personnel including PVTA mgt. staff, SATCO facility managers, paratransit operator, and relevant PVTA consultants (ex. LSP) and vendors.
- Tour the 2840 Main Street facility with PVTA, SATCO and Paratransit Ops. Staff
- Inventory, inspect, assess and report on facility/property elements including, but not limited to the:
 - Site - circulation/access/parking, utility connections/shut-offs, paving/drainage, stairs/elevators, exterior lighting, fences/gates, USTs and other exterior site elements
 - Building Exterior – roofs/skylights, masonry walls, windows, doors, security cameras, structural components, etc.
 - Building Interior – walls, windows, doors, lighting, storm/floor drains, etc.
 - Health/Fire/Life Safety Systems/equipment
 - Heating, Ventilation and Air Conditioning Systems/equipment
 - IT/Communication Systems/equipment
 - Electrical/Generator/Utility/Distribution Systems/equipment

- Mechanical and Plumbing Systems/equipment
- Transit Equipment/Systems (hydraulic lifts, bus washers, tire changers/racks, etc.)
- Other Equipment (sump pumps, etc.)
- Identify/document improvements needed to make the facility/site functional to operate as a paratransit facility; identify building code issues associated with those improvements.
- Identify and recommend building/systems/equipment replacements, upgrades and corrections to address needs/deficiencies identified in the inventory and assessment.
- Provide cost estimates for each recommended improvement and corrective action
- Develop a prioritization procedure for programming individual improvements in cooperation with PVTA's Facility Design Committee
- Prioritize and package recommended physical improvements into a Short-Term Program with an estimated construction budget of \$2.5M for design in 2018 and construction in 2019; and a Longer-Term Program suitable for inclusion in PVTA's Capital Plan over a 10-year planning horizon.

7.6.2 Site Inspections/Assessments

All inspections, technical evaluations and assessments must be completed by licensed architects and engineering professionals qualified to assess architectural, structural, mechanical, electrical, and other elements of the facility. These professionals may be supplemented with construction or building-specific specialists when appropriate.

Building elements, systems and equipment that have been replaced recently should be inventoried but will not require an inspection/assessment.

Assessments, recommendations and priorities should be considerate of life expectancies of building elements, systems and equipment, building and equipment standards and codes, energy consumption and conservation measures, ADA compliance, life safety and building code compliance, appearance and other factors. The use of life cycle cost analysis shall be used to determine if an item should be repaired or replaced.

7.6.3 Construction Cost Estimates

Cost estimates must be prepared utilizing R.S. Means Corporation's published construction and remodeling cost estimating data and format. Costs should be adjusted based on local conditions. Costs should reflect escalation to the year's proposed for implementation.

7.6.4 Prioritization/Capital Improvements

As previously stated, the Short-Term Program will focus on physical improvements needed to convert/renovate the existing facility for paratransit use - along with any Code upgrades required. The Short-Term Program will be fiscally constrained to a \$2.5M construction budget. Prioritization of the Short-Term Program should also consider any corrections to a cited safety hazard, or an improvement to: stop accelerated deterioration; return a system/piece of equipment to operation; realize a very fast return on investment.

Prioritization of the Longer-Term Program should consider such factors as sensible improvements/corrections not required for basic function of the paratransit facility. The improvements/corrections should act to avoid intermittent operations, rapid or predictable deterioration, potential downtime, associated damage or higher costs if deferred. Also considered would be energy and resource conservation, life-cycle cost/replacements, improved working conditions, functional and aesthetic enhancements, overall usability improvements, longer-term operational & maintenance cost reductions and other factors.

7.6.5 Final Report

Five (5) hard copies of a Draft Final Report shall be developed and presented to the PVTA Design Committee for review and comment. A revised Draft Final Report addressing these comments will be presented to PVTA for approval. Once approved, five (5) final bound copies, one (1) CD in readable format, and one (1) electronic reproducible copy of the Final Report shall be provided to PVTA.

The final report will include chapters thoroughly describing each of the study tasks as well as the Short and Longer-Term Programs by implementation year and cost. The short-term program should include a concept layout for the proposed site access, circulation and parking improvement plan for the planned paratransit operations in 2020.

7.7 PHASE II - DESIGN SERVICES

Phase II Design Services will be needed to advance the approved \$2.5 Million program of short-term physical improvements from Phase I through all phases of design and development of construction documents. A detailed scope and fee for the Phase II Design Services will be negotiated with the firm selected to complete Phase I once Phase I is completed and assuming PVTA decides to advance the project to Phase II.

Phase II Design will include a 30% Schematic Design Stage, 60% Design Development and 90% Final Design Stage and Final Design/Construction Document Stage.

7.7.1 30% Schematic Design Stage

Develop 30% Schematic level plans implementing the Short-Term Program from Phase I. At a minimum, deliverables during Schematic Design should include the following:

- Consult with the PVTA to develop a design scheme that accommodates their full set of needs and final building program;
- Conduct physical boundary/topographical surveys and geotechnical/environmental investigations as required;
- Develop drawings and narrative descriptions of the site and building systems including architectural, structural, civil/site, mechanical, electrical, plumbing, fire protection, telecommunications, information technology, and other necessary systems with full compliance with all applicable codes
- Conduct a comparative analysis of alternative systems, including a comparison of construction costs, maintenance costs, and other relevant factors, to provide the

- PVTA with information adequate to assess the schematic design alternatives presented;
- Conduct a thorough review and analysis of traffic circulation, access, parking and utilities and prepare plans and diagrams presenting these improvements;
- Identify and advance City of Springfield review/permitting as well as any other potential regulatory approvals required for the project, including but not limited to, relevant state and federal agency regulations, reviews and approvals including Section 106 Historic Preservation;
- Present the schematic design plans, cost estimate and schedule to PVTA;
- Address/incorporate comments of the PVTA and the City of Springfield resulting from a review of submitted schematic design plans. Achieve approval of the Schematic Design from PVTA.

7.7.2 60% Design Development & 90% Final Design Stages

Based upon the approved Schematic Design, prepare Design Development (60%) documents and plans consisting of drawings, specifications, and other documents, including but not limited to, elevations, sections, floor plans, fixture schedules, technology, hardware, software and related equipment, technical specifications defining materials, finishes and systems, calculations, to establish the size and character of the Project as to site, architectural, structural, civil, mechanical and electrical systems, types and quality of major materials and systems to be specified, and such other essential back-up as may be appropriate for final approvals.

In the Design Development (DD) Stage:

- Conduct a detailed code review of all proposed construction to ensure compliance with applicable building, fire, zoning, DPH licensure, US Secretary of the Interior Standards for Historic Preservation (if applicable) and other codes such as the Americans with Disabilities Act (“ADA”) and a life safety plan indicating allowable area for construction type proposed, location of fire separation walls, means of egress paths, and required exit widths for doors, stairs and corridors;
- Coordinate the design with City of Springfield Building and Engineering Departments as required as well as with any other agency permitting with jurisdiction;
- Prepare appropriate data and illustrations for furniture, fixtures, and equipment based on PVTA input necessary to develop interior layouts and configurations, including specially designed items or elements, to indicate finished appearance and functional operation;
- Make recommendations as to colors, materials, and finishes and any long lead item procurement items;
- Prepare a mechanical, electrical, and plumbing systems design with draft specifications that defines the performance expectations and objectives for the MEP systems;
- Develop a detailed DD construction cost estimate including equipment programmed based upon quantity and unit costs; and
- Update the project schedule outlining the time required to obtain all necessary permits and approvals, complete the final design, bid the project, award contracts, and complete construction;

- Submit the DD Plans, Specifications and Estimate to PVTA and the City for review and comment incorporating/addressing any comments received;
- Achieve approval of the Design Development from PVTA and advance to final design;
- Complete 90% Final Design Plans for all disciplines and include plans, specifications and an updated final cost estimate and schedule. Plan specifications should incorporate all appropriate front-end required documents. If the final cost estimate exceeds the project construction budget, options shall be provided for reducing cost to within project budget including re-design, at no additional compensation. Update engineering cost estimate and schedule for the 90% design stage.
- Prepare final staging and constructability plans as part of the final design plan submission.
- Coordinate the 90% design with City of Springfield Building and Engineering Departments as required as well as with any other agency permitting with jurisdiction. Obtain approval from PVTA to advance to the Construction Documents Stage

7.7.3 Construction Documents Stage

Prepare working drawings and specifications setting forth in detail the requirements for the construction of the Project (including necessary bidding information) that shall assist in the preparation of bidding forms, filed sub-bids, the General and Supplementary Conditions of the Contract, and the form of Agreement with the successful Contractor. The final approved construction bid documents will require all contractor contract documents and shall contain all required front- and back-end bid/procurement requirements.

- Prepare separate contract drawings and engineering cost estimates for each design discipline covering all work required. The plans and specifications shall clearly describe, define and identify the scope of work for each discipline, required materials, products and devices; and the results to be obtained in construction and the prosecution of the work;
- Prepare a Commissioning Plan if required, including specifications for any commissioning of MEP systems, IT/data/communications systems and/or any other systems/equipment, including a commissioning process, requirements, and component checkout and system test forms to be incorporated into the Construction Documents for use in the Commissioning process;
- Assist the PVTA in the establishment of bid alternates, if required;
- Provide an updated final schedule and detailed cost estimate and advise the PGDC of any adjustments to previous statements of estimated (probable) construction costs indicated by changes in requirements or general market conditions; and
- A single construction bid package shall be prepared for the solicitation of competitive bids in accordance with MGL Chapter 149 Section 44A-J bid as well as requirements and Federal Regulations cited by PVTA.

7.8 PHASE III – BIDDING SERVICES

The consultant shall assist PVTA with advertising, bidding and construction contracting the short-term physical improvements resulting from Phase I. Consultant shall print and issue bidding documents to prospective bidders, maintain record log of all plan holders and refundable plan deposits if any. Prepare addenda required during the bidding phase. Provide technical assistance to PVTA in answering any potential bidder questions and requests for clarifications. Attend and participate in scheduled pre-bid conference. Attend PVTA's bid opening. Review subcontractor bids and alternates with the PVTA to determine that the bid(s) address all plans and specifications, that the bidder(s) fully understood and considered all aspects of the project in preparing the bid(s), and that the bidder(s) are fully qualified to complete the project in a professional workmanlike manner. Prepare a bid tabulation and make recommendation to the PVTA regarding the award of the construction contract.

7.9 PHASE IV – CONSTRUCTION ADMINISTRATION SERVICES

Construction administration services includes services from the pre-construction kick-off meeting through construction, commissioning (if any) and close-out for the short-term physical improvements resulting from Phase I. Services shall include but not be limited to:

- Attending weekly job meetings at the project sites to observe the quality and progress of the work and furnish written field reports and minutes of job meetings to PVTA;
- Reviewing and acting upon shop drawings submitted by contractor in a timely manner;
- Providing technical consultation with interpreting contract documents;
- Reviewing construction process to ensure compliance with construction documents;
- Reviewing and recommending actions relative to contractor's request for payments; Ensuring that all necessary inspections and approvals from appropriate regulatory authorities are secured;
- Commissioning assistance/coordination if any;
- Preparing punch list of incomplete and unacceptable work;
- Verifying completion of punch list items and monetizing incomplete punch list work;
- Responding to requests by PVTA's Project Manager and Clerk of Works;
- Collecting, reviewing and distributing any operations and maintenance instruction/manuals; as-built drawings; and contract close-out documents;
- Recommending release of retainage and approval of Contractor's final payment when appropriate;
- Assisting PVTA with DCAM Contractor evaluations as necessary;

ATTACHED EXHIBITS:

EXHIBIT A, CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of

(Name of Corporation)

held on _____, 20__ it was VOTED that:

(Name) (Officer's Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by said Officer under seal of the company, shall be valid and binding upon this corporation.

A True Copy:

ATTEST:

TITLE:

PLACE OF BUSINESS:

I hereby certify that I am the clerk of the

that _____ is the duly elected

_____ of
(Name)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk)

CORPORATE SEAL:

EXHIBIT B, ADDENDA ACKNOWLEDGEMENT FORM

Proposer acknowledges receipt of the following amendments to RFP# 18-004.

Amendment No. _____ Dated: _____

PROPOSER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBIT C, DBE UTILIZATION FORM

The undersigned Proposer has satisfied the requirements of the RFP specifications in the following manner (please check appropriate space):

The Proposer is committed to a minimum of _____ % DBE for Phase I Services authorized under this contract.

The Proposer (if unable to meet the DBE goal of 5%) is committed to a minimum of _____ % DBE utilization for Phase I Services authorized under this contract and submits documentation demonstrating good faith efforts.

PROPOSER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBIT D, DBE PARTICIPATION SCHEDULE

The Proposer shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent for Phase I Services stated in Exhibit C, DBE Utilization Form above. The Proposer shall also furnish the name and telephone number of the appropriate contact person should the PVTA have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

DBE Firm Name and Address	Contact Name and Phone #	Participation % (of Total Contract Value)	Description of Work to be Performed	Category (indicate MBE or WBE)

PRIME COMPANY NAME: _____

NAME OF CONTACT PERSON: _____

TELEPHONE NUMBER: _____

EXHIBIT E, DBE GOOD FAITH EFFORT FORM

Proposer Name: _____

In the event that the Proposer was unable to meet or exceed the 5% DBE goal for Phase I Services, please list below the Proposer's good faith efforts made to meet the goal.

DBE Firm	Date(s) reached out	Contact Person	Phone Number	Email	Reason unable to utilize this firm/ Comments

EXHIBIT F, DBE AFFIDAVIT

STATE OF _____ Date: _____

COUNTY OF _____

The undersigned being duly sworn, deposes and says that he/she is the

(sole owner, partner, president, treasurer or other duly authorized official of a corporation)

Of _____

(Name of DBE)

and certifies that since the date of its certification by

(SDO)

the certification has not been revoked nor has it expired nor has there been any change in the minority

status of: _____

(Name of DBE)

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day of 2018

Notary Public: _____

My commission expires: _____

NOTE: The Proposer must attach the DBE's most recent certification letter or document to this affidavit.

EXHIBIT G, COST PROPOSAL FORM

PVTA RFP #18-004: Architectural and Engineering Designer Services, PVTA Bus O&M Facility Renovation, Springfield, MA

This line cost information shall be used in the evaluation of Proposals. The Proposer may identify and add other costs to this format, and may be asked to provide additional detailed cost information.

Billing Rate

Lump Sum Cost to perform Scope of Services

Phase I Design Study and Programming: \$_____

Please Attach:

1. Detailed break-down of the lump sum cost (attach) provided above listing all labor hours, rates, and costs by professional staff including overhead rates/costs and profit, sub-contracted fees, and expenses by proposed Phase I Tasks.
2. Fully-billable hourly rates must be provided (attach) separately as part of the Cost Proposal submission for all key personnel should additional services be requested during the project. These fully billable hourly rates will be set for the duration of the design/CA portions of the project.

SIGNATURE of PREPARER: _____

NAME and TITLE: _____

PROPOSER: _____

DATE: _____

EXHIBIT H, CERTIFICATION OF ELIGIBILITY TO BID OR PROPOSE

_____ hereby certifies that it is not included on the
(Name of Proposer)

U.S. Comptroller General's Debarred Bidders List.

Signature of Authorized Official: _____

Firm: _____

The Proposer further certifies to the best of its knowledge and belief that it and its principals

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three (3) year period preceding the date of 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 anti-trust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property.

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 B of this certification.

Have not within a three (3) year period preceding the date of this Proposal had any public transactions (Federal, state or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this Certification, such Proposer shall attach an explanation to this Proposal.

(Check One)

_____ I DO CERTIFY _____ I DO NOT CERTIFY

DATE: _____

SIGNATURE: _____

NAME & TITLE: _____

EXHIBIT I, CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I,
_____, authorized signatory for _____, do hereby certify
under the pains and penalties of perjury that said Contractor has complied with all laws of the
Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and
withholding and remitting child support.

Signature

Name: _____

Title: _____

Tax Identification Number

EXHIBIT J, CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, of _____,
(Name and Title) (Name of Firm)

hereby certify that:

No Federal appropriated funds have been paid or shall 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.

If any funds other than Federal appropriated funds have been paid or shall be paid to any person for making lobbying contacts to 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 this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete submit a Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended.

The undersigned shall require that the language of this Certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

- (4) The undersigned acknowledges that this certification is a material representation of fact upon which reliance shall be placed at the time that the transaction concerned herewith was made or entered into, and that submission of this certification is a prerequisite for making or entering into such transaction imposed by Section 1352, Title 31, U.S. Code as amended. 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.
- (5) The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this _____ day of _____, 2018.

By: _____
(Signature and Title of Authorized Official)

EXHIBIT K, CERTIFICATION OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this Certification, the word “person” shall mean any natural person, business, partnership, corporation, union committee, club, or other organization, entity or group of individuals.

SIGNATURE: _____

NAME: _____

FIRM: _____

DATE: _____

EXHIBIT L, CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby certifies that the Proposer shall comply with Massachusetts Conflict of Interest Laws, G.L. c. 268A and with the Authority's Conflict of Interest terms stated in 2.13 of these Documents.

PROPOSER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBIT M, PVTA'S PRESERVATION OF RIGHTS AND DISCLAIMERS

The PVTA is requesting responses to this RFP pursuant to its determination that such a process best serves the interests of the PVTA and the general public, and not because of any legal requirement to do so.

The PVTA shall not be responsible in any manner for any costs associated with responses to this RFP.

The PVTA reserves the unqualified right, in its sole and absolute discretion, to undertake discussions with one or more Proposer or any third party, to waive any irregularities, to waive defects or non-compliance in the filing or contents of any Proposal, and to proceed with that Proposal, or elements of one or more Proposals, if any, which in its sole judgment shall, under the circumstances, best serve the PVTA's interest.

The PVTA reserves the unqualified right to amend the terms of this RFP at any time, and to solicit and accept modifications to any Proposal at any time when it is in the best interest of the PVTA to do so.

The PVTA reserves the unqualified right, in its sole and absolute discretion, to choose or reject any Proposal received in response to this RFP, either on the basis of an evaluation of the factors listed in this RFP or for other reasons, whether or not any Proposal offers the highest monetary compensation to the PVTA or any other public entity.

The PVTA reserves the unqualified right, in its sole and absolute discretion, to reject any and all Proposals or to suspend or abandon this RFP process at any time, with no recourse for any Proposer.

The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. The furnishing of such information by the PVTA shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of the RFP, by submitting a Proposal to the PVTA, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the PVTA, or any third party who advised or prepared a report for the PVTA, liable or responsible therefore in any manner whatsoever.

The PVTA may, at any time, request further information from any Proposer, interview any Proposers to more fully understand their responses to this RFP, and require any Proposer to arrange a site visit for its Selection Committee.

The PVTA reserves the right, in its sole discretion, to develop the project on any schedule and use any chosen approach.

Neither the expression of any Proposer's interest, nor the submission of any Proposer's

qualifications and any documents or other information, nor the acceptance thereof by the PVTA, nor any correspondence, discussions, meetings or other communications between a Proposer and the PVTA, nor a determination by the PVTA that the Proposer is qualified hereunder, shall:

- (i) impose any obligation on the PVTA to include the Proposer in any such further procedures which the PVTA may utilize prior to the final selection of a Proposer,
- (ii) be deemed to impose any obligation whatsoever on the PVTA to select the Proposer, or to enter into negotiations with the Proposer, or
- (iii) entitle the Proposers to any compensation or reimbursement for any costs or expenses incurred by the Proposer in connection with the Proposer's submission hereunder.

No costs of responding to the RFP or any addenda thereto, nor of the attending any subsequent interviews or meetings in connection with this development opportunity, shall be reimbursed by the PVTA.

The PVTA may consult individuals familiar with each Proposer regarding the Proposer's prior operations and development or management projects, financial plan, past performance, experience and qualifications, or other matters, whether or not the specific individuals are identified in the Proposal. Submission of a Proposal in response to this RFP shall constitute permission for the PVTA to make such inquiries, and authorization to third parties to respond thereto.

The individual responses to this RFP, including all drawings, plans, photos and narrative material shall become the property of the PVTA upon their receipt thereof. The PVTA shall maintain the confidentiality of any material that is provided in response to this RFP and clearly marked "Confidential", to the maximum extent possible, in a manner consistent with applicable law. Given the liberal nature of the Commonwealth's public records law, Proposers shall nevertheless be aware that any information given to the PVTA in response to this RFP or any correspondence, discussion, meeting, or other communication between the Proposer and the PVTA before, with, or after the submission of the response, either orally or in writing, may not be, or may not be deemed to have been, proprietary or confidential.

Neither the members of the PVTA nor any individual member, nor any officer, agent, or employee thereof shall be charged personally by a Proposer or any third party with any liability or held liable to it under any term or provision of this RFP nor any statement made herein.

The PVTA reserves the unqualified right, in its sole and absolute discretion, to disqualify any team, firm, or individual from any phase or component of the selection process for this development opportunity, due to:

- (i) felonious or other criminal record in any jurisdiction(domestic or foreign);

(ii) a determination by the PVTA that the Proposer has failed to disclose any matter that materially relates to the fitness or ability of the Proposer to perform the work and Services associated with this development opportunity, or a conflict of interest; or

(ii) a determination that such disqualification would serve the public interest.

The PVTA reserves the unqualified right to:

(i) disqualify any prospective Proposer or reject any response at any time solely on the grounds that a real or perceived legal or policy conflict or interest is presented;

(ii) require any prospective Proposer to take any action or supply any information necessary to remove the conflict, including without limitation, obtaining an opinion from the State Ethics Commission; or

(iii) terminate any contract arising out of this RFP if, in the opinion of the PVTA, any such relationship would constitute or have the potential to create a real or perceived conflict of interest.

EXHIBIT N: Federally-Required Contract Clauses

Fly America Requirements - 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 sub recipients 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.

Seismic Safety - The Contractor 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.

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.

Clean Water.

(1) 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 Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) 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.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 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 Authority.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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, codified at 2 U.S.C. § 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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.

Access to Records - The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. Part 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.
2. 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.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR Part 18.39(i)(11).

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

Clean Air.

(1) 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 Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) 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.

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.

No Obligation by the Federal Government.

(1) The Authority 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 Authority, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) 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.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) 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 United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR 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 this Agreement, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Authority or 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 Authority or federal government deems appropriate.

(2) 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 Authority or 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 Authority or 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 Authority or federal government deems appropriate.

(3) 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.

Termination for Convenience or Default - The Authority may terminate this contract in whole or in part, for the Authority's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Authority 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 Contracting Officer 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 the Authority, the Contracting Officer 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 Authority may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Authority.

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 the Authority.

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

Suspension and Debarment.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are 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 it enters into.

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 the Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Authority, 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 contract 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.

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law set forth in 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.

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

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and the federal transit laws set forth in 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 CFR 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) 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 performance of this Agreement. 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.

(b) **Age** - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and federal transit law set forth in 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.

(c) **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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) 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.

Disputes - Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Authority's Administrator. 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 the Administrator. 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 the Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

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

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

Disadvantaged Business Enterprises.

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 Authority's goal for DBE participation on this project is 5%.

- 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 the Authority 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 successful bidder/proposer will be required to report its DBE participation obtained through race-neutral means 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 30 days after the Contractor's receipt of payment for that work from the Authority. In addition, the contractor may not hold retainage from its subcontractors.
- e. The Contractor must promptly notify the Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Authority.

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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.

Prohibition against Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any federal assistance awarded by the Authority to support procurements using exclusionary or discriminatory specifications.

Access for Individuals with Disabilities - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section

504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws or other laws pertaining to access for individuals with disabilities to the extent applicable. In addition, the Contractor agrees to comply with applicable implementing federal regulations and directives and any subsequent amendments thereto, as follows:

- (1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37;
- (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38;
- (4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35;
- (5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 CFR Subpart 101-19;
- (7) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630;
- (8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR Part 64, Subpart F;
- (9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194;
- (10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the federal government determines otherwise in writing.

Metric System - To the extent U.S. DOT or FTA directs, the Contractor agrees to use the metric system of measurement in its Project activities, in accordance with the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. § 205a et seq.; Executive Order No. 12770, “Metric Usage in Federal Government Programs,” 15 U.S.C. § 205a note; and U.S. DOT or FTA regulations and directives. As practicable and feasible, the Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.