Southeastern Regional Transit Authority

SRTA
REQUEST FOR PROPOSAL (RFP)

Design Service for Fire Suppression System RFP 14-05

August 27, 2014

Table of Contents

I. INTRODUCTION....1
A. SOUTHEASTERN REGIONAL TRANSIT AUTHORITY....1
B. OVERVIEW OF REQUEST FOR PROPOSALS....1

II. SCOPE....1
A. PHASES AND ANTICIPATED TASKS....1

III. CONTENTS OF PROPOSAL....2
A. CONSULTING RESPONSIBILITIES....2
B. REQUIRED SUBMISSIONS....2

IV. CONSULTANT QUALIFICATIONS....2
A. MINUMUM QUALIFICATIONS....2
B. COMPARATIVE EVALUATION CRITERIA....3
C. COSTS ASSOCIATED WITH PREPARING RFP....3
D. DEADLINE FOR SUBMITTING PROPOSAL....3
E. PROJECT SCHEDULE....3

TERMS AND CONDITIONS....4
SRTA RESERVATIONS OF RIGHTS AND DISCLAIMERS....4

EXHIBIT A FEDERALLY REQUIRED CONTRACT CLAUSES....6
EXHIBIT B GENERAL INFORMATION FORM....11
EXHIBIT C CERTIFICATION OF ELIBILITY TO BID OR PROPOSE....12
EXHIBIT D CERTIFICATION OF NON-COLLUSION....13
EXHIBIT E BUILDING SKETCH....14

I. Introduction

A. Southeastern Regional Transit Authority

The Southeastern Regional Transit Authority (the "SRTA") is responsible for public transit services in ten (10) communities within the Southeastern Massachusetts region, and is funded with federal, state and local subsidies, as well as farebox revenue. The SRTA was created pursuant to Massachusetts General Laws, Chapter 161B. The consultant will work under the direction of the Administrator of the SRTA and the General Manager of SouthCoast Transit Management Inc. SRTA is required to comply with the mandates of the Americans with Disabilities Act (ADA), as are the entities with which it contracts for transit.

B. Overview of Request for Proposal RFP

The Southeastern Regional Transit Authority (SRTA) is soliciting proposals from professional firms addressing the selection criteria provided herein, to design a Fire Suppression System for a active maintenance facility located in New Bedford, Massachusetts and to guide the SRTA in its procurement of and installation of said system.

The SRTA's operations center is located at 65 Potomska Street in New Bedford. This facility contains both a full maintenance facility and administrative offices for the transit sub-contractor. The main building is concrete block with stucco finish. The interior has concrete flooring finished with tile, rugs and painted surfaces. The interior contains 5 stall garage; wash bay; parts room; storage; drivers room; conference room; dispatch office; 7 offices; 2 ladies rooms; 2 men's rooms; 15,000 square feet. The building has a steel roof with Duralast roofing system. The building has city water and sewage and uses electric, phone, and natural gas. A building sketch is attached.

II. Scope:

The purpose of this RFP is to attain a design for a fire suppression system and assistance with the procurement of said system.

Phases and Anticipated Tasks

1. **Phase l Solicitation**
   - Design fire suppression system
   - Develop technical specifications
   - Develop Independent Cost Estimate
   - Prepare Request for Proposal RFP
   - Prepare advertisement for solicitation

2. **Phase ll Proposal and Selection**
   - Participate in pre-proposal meeting
   - Review technical questions by bidders
   - Prepare answers and addendums
   - Assist with RFP response evaluation

3. **Phase III Implementation**
   - Installation Oversight

III. Contents of Proposals

A. Consultants Responsibilities

The consultant will be required to design and develop specifications for a fire suppression system for a full maintenance facility and administrative offices that contains a 5 stall garage; wash bay; parts room; storage; drivers room, conference room; dispatch office; 8 offices; 2 ladies rooms; 2 men's rooms totaling 15,000 square feet. A building sketch is attached.

B. Required Submissions

Proposals shall include at minimum the following information:

1. Name of firm.
2. Address of firm. Location of headquarters and any field offices.
3. Name, title, telephone number and email address of contact person or persons who are authorized to represent the firm and to whom correspondence should be directed.
4. A description of the general experience and expertise of the firm, including the names and resumes of all professionals who will be assigned to work on the project.
5. A list of similar work including name, location, date, for which services were provided during the last five years. Identify work as completed or underway. Provide at least three references with contact information.
6. Federal and State taxpayer identification numbers of the firm.
7. The RFP must be signed by a corporate officer or other individual who is legally authorized to bind the applicant to both its proposal and cost schedule.
8. Statement which indicates "proposal and cost schedule shall be valid and binding for One Hundred Twenty (120) days following proposal due date and will become part of the contract that is negotiated with the SRTA."
9. Other information which will document the firm's capabilities and qualifications for the work.
10. If the company has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. If default occurred, list compete name, address and telephone number of the party. If NO such terminations for default have been experienced by the vendor in the past five years, declare that.
11. The SRTA will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of this vendor.
12. State that your organization in compliance with all governmental rules and regulations.

IV. Consultant Qualifications

A. Minimum Qualifications

The consultant will be required to provide a description of experience in similar

projects. The following should be considered minimum qualifications and failure to respond or include in the submission will be considered non-responsive and grounds for denial of further consideration.

1. Work completed in other similar projects. Include three former projects, and supply contact persons for each project, including reference name, title, address and contact number.
2. A statement of work and report on project approach. An outline of how the consultant will approach the project.
3. Costs will be negotiated upon award.

B. Comparative Evaluation Criteria

Proposals will be evaluated based on the following criteria. These are not listed in any order of significance.

1) Proposers are requested to demonstrate a completed understanding of this RFP and detail how the requirements of this RFP will be fulfilled. Incomplete proposals may be deemed to be non-compliant and not given further consideration.
2) Demonstrated ability to meet the qualifications listed above, including the schedule for completion.
3) Qualifications and experience of personnel who are expected to be assigned to the work covered by the Scope of Services.
4) Cost Estimate

C. Costs Associated with Preparing Response to RFP

All costs for proposal preparation are to be borne by the proposal preparer.

D. Deadline for Submitting Proposal

To be considered, all proposals must be received by September 19, 2014. Proposals received after this date will not be considered.

E. Project Schedule

Distribution/Advertisement	August 27, 2014
Proposal Deadline	September 26, 2014
Interviews (if needed)	September 30, 2014
Notice to Proceed	October3, 2014

One (1) original copy of the proposal and Three (3) copies must be received by the SRTA prior to 1:00P.M. Friday, September 26, 2014. All copies of the proposals must be under sealed cover and plainly marked as "Design Service for Fire Suppression System RFP 14-05". Proposals shall be delivered or mailed to:

Mr. Erik B. Rousseau, Administrator
Southeastern Regional Transit Authority
700 Pleasant Street, Suite 320
New Bedford, MA 02740

Copies received by FAX or EMAIL shall **not** be deemed received.

Any questions regarding this proposal are to be submitted in writing to Mr. Rousseau at: procurement@srtabus.com prior to Friday, September 12, 2014. Questions after this date will not be accepted. Telephone calls will not be accepted. All bidders will receive answers to all questions asked and answered.

Terms and Conditions

1. The SRTA, reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the SRTA's sole judgment, best meets the requirements of the project.
2. The SRTA creates no obligation on the part of the SRTA to award a contract or to compensate the proposer for any costs incurred during the proposal presentation, response, submission, or oral interviews (if held). The SRTA reserves the right to award a contract based upon proposals received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their Proposal during discussions.
3. **Inspection** – Proposer's shall permit, if requested, authorized representatives of the SRTA to inspect a Proposer's data, facilities, equipment and records relating to this RFP. Unsubstantiated statements or the refusal to permit audit or inspection may cause the Proposer to be deemed non-responsive.
4. **Proprietary Information** – All Proposals shall become the property of the SRTA. If any proprietary information is contained in or attached to a proposal, it must be clearly identified as such. If more than 25% of the contents of the Proposal are specified as proprietary information, the Proposal may be deemed non-responsive by the Evaluation Committee.
5. **Limitation on Funding** – The Contract for services resulting from this RFP will be subject to the contract between the SRTA and the availability of on going funds from the Southeastern Regional Transit Authority's funding sources. The Contract for this service is contingent upon receipt of these funds by the SRTA. In the event that funding from these sources is eliminated or decreased, the SRTA reserves the right to terminate the Contract or modify it accordingly.
6. **Protest and Appeal Procedures** – The SRTA's procurement procedures and appeal processes are contained in Exhibit D attached hereto and made a part thereof.
7. **Insurance** – The firm selected to perform the work described in this RFP will be required to provide evidence of public liability, worker's compensation and property damage insurance with limits of not less than $500,000.

SRTA'S RESERVATION OF RIGHTS AND DISCLAIMERS

1. The SRTA is requesting responses to this RFP pursuant to its determination that such a process best serves the interests of the SRTA and the general public, and not because of any legal requirement to do so.
2. The SRTA shall not be responsible in any manner for any costs associated with responses to this RFP.
3. The SRTA reserves the unqualified right, in its sole and absolute discretion, to undertake discussions with one or more Respondents or any third party, to waive any irregularities, to waive defects or noncompliance 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 will, under the circumstances, best serve the SRTA's interest.
4. The SRTA 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 SRTA to do so.
5. The SRTA 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 SRTA or any other public entity.
6. The SRTA 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 Respondent.
7. The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. The SRTA makes no representations, warranties, or guarantees that the information contained herein is accurate or complete. The furnishing of such information by the SRTA 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 SRTA,

expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the SRTA, or any third party who advised or prepared a report for the SRTA, liable or responsible therefore in any manner whatsoever.

8. The SRTA may, at any time, request further information from any Respondent, interview any Respondents to more fully understand their responses to this RFP, and require any Respondent to arrange a site visit for its Evaluation Committee.
9. The SRTA reserves the right, in its sole discretion, to develop the project on any schedule and use any chosen approach.
10. Neither the expression of any Respondent's interest, nor the submission of any Respondent's qualifications and any documents or other information, nor the acceptance thereof by the SRTA, nor any correspondence, discussions, meetings or other communications between a Respondent and the SRTA, nor a determination by the SRTA that the Respondent is qualified hereunder, shall: (i) impose any obligation on the SRTA to include the Respondent in any such further procedures which the SRTA may utilize prior to the final selection of a Respondent, (ii) be deemed to impose any obligation whatsoever on the SRTA to select the Respondent, or to enter into negotiations with the Respondent, or (iii) entitle the Respondents to any compensation or reimbursement for any costs or expenses incurred by the Respondent in connection with the Respondent'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 SRTA.
11. The SRTA may consult individuals familiar with each Respondent regarding the Respondent'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 RFP response. Submission of a Proposal in response to this RFP shall constitute permission for the SRTA to make such inquiries, and authorization to third parties to respond thereto.
12. The individual responses to this RFP, including all drawings, plans, photos and narrative material shall become the property of the SRTA upon their receipt thereof. The SRTA will 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, Respondents should nevertheless be aware that any information given to the SRTA in response to this RFP or any correspondence, discussion, meeting, or other communication between the Respondent and the SRTA 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.
13. Neither the members of the SRTA nor any individual member, nor any officer, agent, or employee thereof shall be charged personally by a Respondent 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.
14. The SRTA 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 or this development opportunity, due to: (i) felonious or other criminal record in any jurisdiction (domestic or foreign); (ii) a determination by the SRTA that the Respondent has failed to disclose (x) any matter that materially relates to the fitness or ability of the Respondent to perform the work and services associated with this development opportunity, or (y) a conflict of interest; or (ii) a determination that such disqualification would serve the public interest.
15. The SRTA reserves the unqualified right to: (1) disqualify any prospective Respondent or reject any response at any time solely on the grounds that a real or perceived legal or policy conflict or interest is presented; (2) require any prospective Respondent 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 (3) terminate any contract arising out of this RFP if, in the opinion of the SRTA, any such relationship would constitute or have the potential to create a real or perceived conflict of interest.

EXHIBIT A
SRTA - Design Service for Fire Suppression System RFP 14-05
FEDERALLY REQUIRED CONTRACT CLAUSES

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

(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& 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 U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(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 Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(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.

ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:
1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, 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. 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.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to

the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. 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.

6. 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 Purchaser, 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 18.39(i)(11).

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

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects		None None unless[1] non-competitive award	Those imposed on state pass thru to Contractor	None Yes, if non-competitive award or if funded thru[2] 5307/5309/5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
II Non State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects		Yes[3] Yes[3]	Those imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

FEDERAL CHANGES

49 CFR Part 18

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 Purchaser 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.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

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 at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(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 at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(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.

TERMINATION
49 U.S.C.Part 18, FTA Circular 4220.1F

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

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the SRTA may terminate this contract for default. Termination shall be effected by

serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the SRTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the SRTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 5.4%.

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 SRTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror 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 SRTA. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify the SRTA, 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 SRTA.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1F

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 the SRTA requests which would cause the SRTA to be in violation of the FTA terms and conditions.

SEISMIC SAFETY REQUIREMENTS
42 U.S.C. 7701 et seq. 49 , CFR Part 41

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 REQUIREMENTS
42 U.S.C. 6321 et seq. , 49 CFR Part 18

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.

AMERICANS WITH DISABILITIES ACT (ADA)

ADA Access - This requirement applies to contracts for Architectural and Engineering Services. The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, 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 persons with disabilities, including any subsequent amendments to that Act, 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 persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

EXHIBIT B
SRTA - Design Service for Fire Suppression System RFP 14-05
GENERAL INFORMATION FORM
(Must be completed and submitted with Proposal)

Name of Organization: _____

Telephone Number: _____

Years in Business: _____

Organization is (check one):

___ Corporation ___ Partnership ___ Association

___ Joint Venture ___ Sole Proprietorship ___ Public Agency

___ Quasi-Public Agency

Other: (Explain): _____

Organization's Address: _____

_____

Name, Title and Telephone Number of the Organization's Authorized Representative:

_____

_____

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and Exhibits concerned herewith agrees to provide the SRTA, with the services described in the Request for Proposal Transit Management Technologies Consultant RFP 14-02
The stated Proposal shall be firm for 120 days from the due date for this Proposal.

The Contractor hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

_____ _____
Authorized Signature Date

EXHIBIT C
SRTA - Design Service for Fire Suppression System RFP 14-05

CERTIFICATION OF ELIGIBILITY TO BID OR PROPOSE

_____hereby certifies that it is not included on the U.S. Comptroller
(Name of Proposer)
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

A 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 this Proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property.

B 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.

C Have not within a three (3) year period preceding 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 D
SRTA - Design Service for Fire Suppression System RFP 14-05

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 E
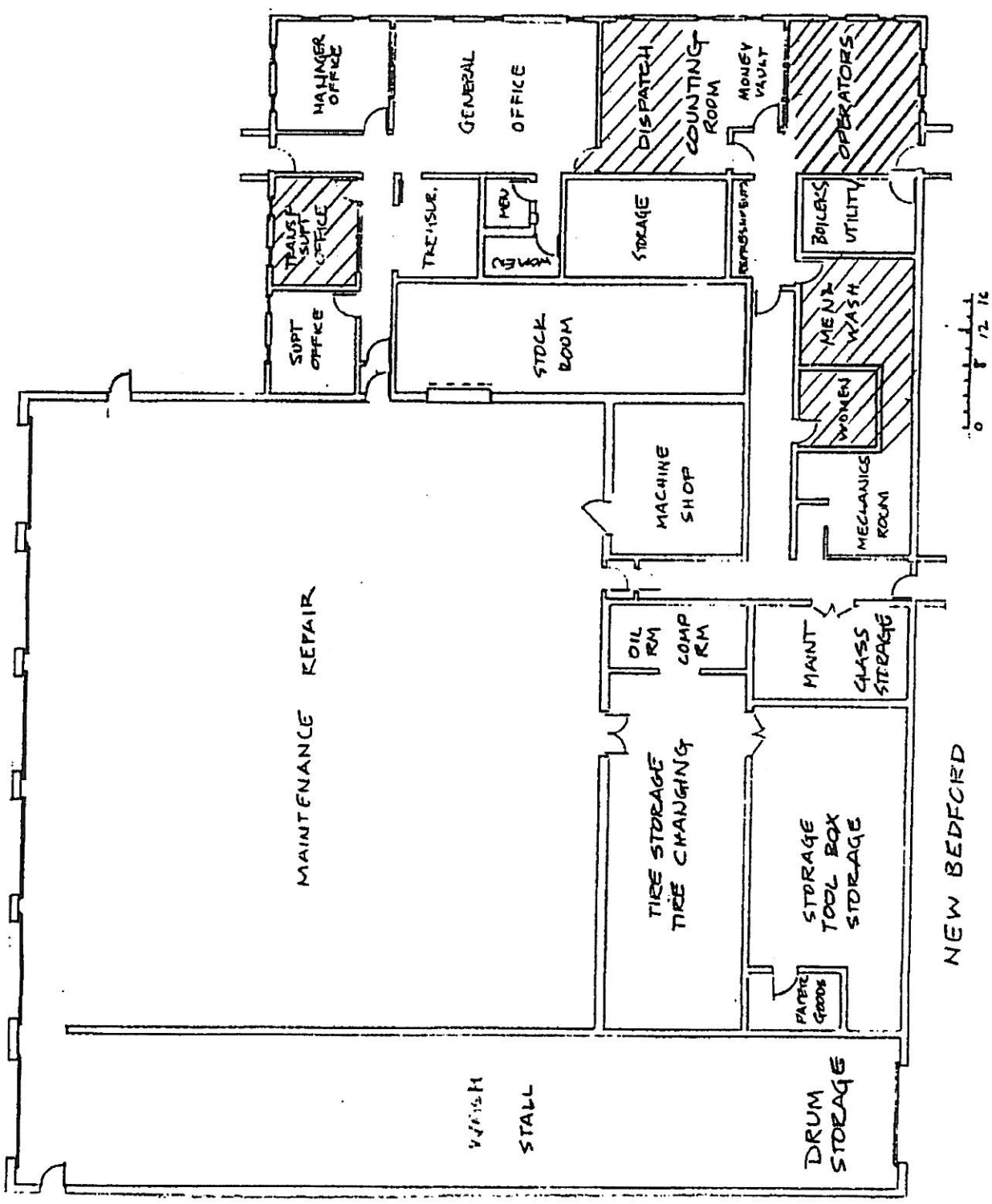
Figure 2 New Bedford Division Transportation Service Area