

Southeastern Regional Transit Authority

**SRTA
REQUEST FOR QUALIFICATIONS (RFQ)**

Architectural and Engineering Service for Fall River Maintenance Facility
RFP 14-03



May 5, 2014

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PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL AND ENGINEERING SERVICES
FOR
SRTA FALL RIVER MAINTENANCE FACILITY

The Southeastern Regional Transit Authority (SRTA) is requesting qualifications for Architectural and Engineering (A/E) services to assess the existing SRTA Fall River Maintenance Facility and provide facility recommendations based on the current and future needs for the SRTA.

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 fare box 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 South Coast Transit Management Inc. The 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.

The SRTA is a political subdivision of the Commonwealth of Massachusetts operating under MGL Chapter 161B.

The RFQ may be downloaded from the SRTA website on May 5, 2014. Copies of the RFQ may also be obtained by contacting the Southeastern Regional Transit Authority, 700 Pleasant Street, Suite 320, New Bedford, MA 02740 or (508) 997-6767 Ext. 3312, between the hours of 8:00am and 4:00pm.

RFQ due date is May 30, 2014 at 3 PM.

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 South Coast 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. For the purposes of this contract and project, the SRTA must also comply with funding rules and regulations of the Federal Transit Administration (FTA) and the Massachusetts Department of Transportation (MassDOT), as well as other federal and state funding sources. The SRTA is an Equal Opportunity Employer. Disadvantaged Business Enterprises are encouraged to submit proposals and no proposer will be subject to discrimination based on race, color, religion, ancestry, national origin, age, gender, handicap, sexual orientation, veterans status, or other protected class, as identified by law, in consideration of an award of contract.

B. Overview

The SRTA is in the beginning stages of either rehabbing its existing maintenance facility or constructing/rehabbing at another location. The current facility is located on 601 Brayton Avenue, Fall River, MA 02720 which consists of approximately 60,000 sq. ft., including parking lots, roadways, and sidewalks, with a maintenance facility building approximately 15,000 sq. ft.

It is the intent of the SRTA to complete this feasibility study as quickly as possible while complying with all federal and state regulations. It is hoped that this study can be completed prior to December 31, 2014, with the expectation that the next stages of this project will be completed within three to four years.

SCOPE OF WORK

A. Introduction:

1. The SRTA's current fleet maintenance facility is located at 601 Brayton Avenue, Fall River, MA. The property consists of approximately 60,000 sq. ft. of land, and two separate pump fueling station with two underground fuel storage tanks; one 10,000 gallon diesel tank, and one 4,000 gallon gasoline tank. Approximately 1,500 sq. ft. of the building consists of private offices, dispatching office, employee break room, two accessible restrooms, and office supply storage. The remainder of the building consists of vehicle storage, vehicle maintenance, and parts storage with four overhead doors approximately twelve feet high by sixteen feet wide. The property is located in both a two Family Residential and Local Business zones and is not located in a flood zone.
2. The intent of this RFQ is to obtain professional planning, architectural, and engineering services that will:
 - Complete physical and operations assessments of the site and buildings currently in use by the SRTA in order to establish a path forward for capital and operating programs and services.

- This assessment will be structured to assist in positioning the SRTA to be competitive for federal and state funding programs which include both formula and discretionary grant programs.
 - Prepare a review of agency functional activities which need to be supported by the physical asset program.
 - Identify improvements necessary to physical site and building
 - Propose alternatives for improvements to operational use of existing site and a minimum of three additional sites.
 - Provide conceptual estimates for proposed alternatives of physical/operational improvements.
 - Prioritize alternatives/improvements
 - Document findings in narrative and graphic form.
3. Information will be gathered through:
 - Review of existing documentation.
 - Evaluation of operational components of current and proposed services.
 - Review of funding programs that support current program.
 - Analysis of existing facilities by architects and appropriate engineers.
 - Meetings with the SRTA staff (minimum of three meetings with designated staff members).
 4. Draft documentation will be reviewed by the SRTA and comments will be incorporated into the final report.
 5. Final report will be presented to the SRTA to inform the Advisory Board and affected communities including a roadmap for next steps.

B. Overview of Services and Facilities:

1. According to statute, regional transit authorities in Massachusetts cannot operate services directly, but instead must contract with a private operator(s) for the provision of service. Currently the SRTA contracts with First Transit for their fixed route and demand response transportation services.
2. The SRTA provides two types of transportation services; fixed route, and paratransit. Currently the SRTA operates twenty-six fixed routes; approximately half of which is out of the Fall River facility.
3. The SRTA operates fixed route service Monday through Friday between the hours of 5:30am and 10:00pm and Saturday from 6:00 am to 6:00 pm.
4. The SRTA's paratransit services consist of ADA, and demand response. ADA transportation, under the Americans with Disabilities Act (ADA), requires transit providers to provide complementary transportation services to people with disabilities that are unable to take fixed route transportation to origins and destinations within $\frac{3}{4}$ of a mile of current fixed routes. The SRTA operates Demand Response the same hours as fixed route Monday through Saturday. In addition, Demand Response service is offered from 9:30 am to 6:30 pm on Sundays.

5. The SRTA currently owns both of their maintenance facilities; the second being located at 65 Potomska Street in New Bedford.

C. Statement of Need

1. The current facility does not meet the SRTA's needs and requirements to properly maintain its fleet. Two immediate problems the SRTA has identified with the current facility are the security features around the facility and the fact that it has maintenance pits and not enough current roof height for lifts. In addition, due to the age of the facility, the SRTA has experienced issues or anticipates near-future issues with the overall building. The SRTA anticipates it will be successful in working with FTA and MassDOT to secure the necessary funding to meet the SRTA's current and projected future needs.

D. Funding Source Requirements

1. The SRTA primarily receives capital funding from the Federal Transit Administration. The SRTA understands that the entire project may be required to be completed in phases and will use the recommendations from this RFQ to plan accordingly.
2. In addition, the SRTA recognizes that all capital projects have an inherent operating cost associated with them. The SRTA will also require operating cost estimates for this project as to enable us to plan accordingly for any potential increases, or decreases, in facility operating costs.

E. Technical Disciplines

- a. The prospective team is required to have, but not limited to, the following disciplines:
 - Project Management
 - Transit Operations/Management Planning
 - Architectural Design & Assessment
 - Structural Engineering Design & Assessment
 - Civil Engineering Design & Assessment
 - Mechanical Engineering Design & Assessment
 - Electrical Engineering Design & Assessment
 - Maintenance Equipment Assessment & Selection
 - Cost Estimating
 - Security Analysis
 - Sustainability Program Management
 - Support Staff as Required

F. Tasks

1. Task 1 – Survey Existing Conditions/Operations
 - a. Maintenance Facility
 - b. Site usage/circulation
 - c. Deliverables:
 - i. A/E narrative on physical condition/operational use of existing buildings and sites, identify immediate/urgent repairs required and order of magnitude costs for the same

- ii. Diagrams of existing site with circulation patterns
 - iii. Baseline program
- 2. Task 2 – Physical Assessment and Capacity Study
 - a. Determine which factor (office space, maintenance facility, site requirements, parking) are limiting factors in reuse of current site and any proposed expansion of programming on the site in the future
 - b. Diagram possible expansion/reuse of site
 - c. Deliverables:
 - i. Narrative describing methodology and results of assessment and capacity study
 - ii. Site diagrams illustrating possible adjustments
 - iii. Order of magnitude cost estimates
- 3. Task 3 – Concept for New Location
 - a. Prepare concept diagrams showing a minimum of 3 alternatives for revised operational patterns of buildings and sites
 - b. Working with the SRTA staff, identify a minimum of three local candidate sites for a new facility
 - c. Prepare narrative of alternatives/improvements and prioritize
 - d. Prepare cost estimates for each alternative/improvement
 - e. Deliverables:
 - i. Develop design alternative for each site identified showing operational and circulation diagrams
 - ii. Narrative of site and building alternatives/improvements
 - iii. Prioritization and costs of alternatives/improvements

REQUIREMENTS

The RFQ should include qualifications and fee information in separate envelopes.

A. Qualifications shall be placed in one envelope labeled:

QUALIFICATIONS

Southeastern Regional Transit Authority
 Architectural and Engineering Service for Fall River Maintenance Facility
 601 Brayton Avenue, Fall River Massachusetts

1. Consultant must provide qualifications that meet or exceed all requirements listed in the RFQ. The following should be included:
 - Each Proposal shall be typed and should be concise but comprehensive.
 - One (1) original and three (3) copies of the Proposal must be submitted
 - All required certifications must be completed, signed, and submitted with each Proposal.
 - All Proposals shall start with the General Information Form followed by a Table of Contents.
 - All Proposals shall include the qualifications of the Firm/Team.
 - All Proposals shall include the qualifications of the Project Manager
 - All Proposals submitted in response to this RFQ must remain firm for a period of sixty (60) days following the deadline for submission for this RFQ.
 - All Proposals shall include a cost proposal form enclosed in a separate envelope.
 - Proposals may also include any miscellaneous information.

2. Qualifications should not exceed ten (10) pages in length, excluding attachments, and should focus on the proposed approach and experience on similar projects. Resumes, example project descriptions, representations and certifications, and costs may be included as attachments.
3. The SRTA reserves the right to waive any minor informality, or to issue addenda to this RFQ. Any addenda issued will be mailed, emailed, or faxed to all Consultants on record that have completed and returned the RFQ Acknowledgement of Receipt Form.

B. Fee information shall be placed in one envelope labeled:

FEE INFORMATION

Southeastern Regional Transit Authority
Architectural and Engineering Service for Fall River Maintenance Facility
601 Brayton Avenue, Fall River Massachusetts

The fee information shall include the following:

- Level of effort, labor fee and reimbursable expenses by task.
- Include a rate sheet for the personnel anticipated to support this project.

RFQ's should be submitted in writing to:

Erik B. Rousseau
Administrator
SOUTHEASTERN REGIONAL TRANSIT AUTHORITY
700 Pleasant Street, Suite 320
New Bedford, MA 02740

Questions. Questions concerning the Request for Qualifications must be submitted in writing to: Mary Ellen DeFrias, Grants Manager, Southeastern Regional Transit Authority, 700 Pleasant Street, Suite 320, New Bedford, MA 02740, emailed to mdefrias@srtabus.com, or faxed to 508-993-9196. Questions may be hand delivered, mailed, emailed, or faxed. Written responses will be mailed, emailed, or faxed to all Consultants on record that have completed and returned the RFQ Acknowledgement of Receipt Form. The Acknowledgement of Receipt Form can be found within the Required Forms section of this RFQ. Questions concerning the RFQ can be made through May 16, 2014 and written responses will be answered by May 23, 2014.

C. Evaluation. All relevant information submitted will be used to rate each respondent. The rating of each proposal will be based on the following in no particular order:

1. Statement of Project Understanding
2. Firm/Team Prior Experience with Similar Projects
3. Firm/Team Qualifications for Providing A/E Services and References
4. Qualifications and Experience of Key Project Staff
5. Availability of Key Project Staff
6. Key Project Staff Experience in "Green" Architecture
7. Quality and Responsiveness of Proposal
8. The project team will have the following minimum qualifications to be considered responsive:

- The Firm, or lead firm within the team, shall have professional registration in architecture or engineering with five (5) years of construction management experience, or for those not registered, at least seven (7) years of relevant experience in the construction and supervision of construction of buildings.
- The Firm, or lead firm within the team, must identify and commit an individual project manager, employed by the firm, who is registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has at least five (5) years experience in the construction and supervision of construction of buildings.
- Firms and identified key project staff shall demonstrate thorough knowledge of the Massachusetts State Building Codes and the Americans with Disabilities Act.

The SRTA will disqualify any proposal it determines to be unresponsive, including, but not limited to the following:

- Proposals that fail to meet the minimum requirements listed within this RFQ.
- Proposals that are received after the submission deadline.
- Proposals in which consultants misrepresent goods or services or provide demonstrably false information.
- Proposals that identify individuals which are currently subject to State or Federal debarment order or determination.

D. Selection Criteria.

- The qualifications will be ranked using the evaluation criteria. Negotiations concerning scope and fee will be conducted with the most qualified offeror. If agreement is not reached with the most qualified offeror, the negotiations will be held with the next most qualified offeror.
- Confidentiality will be maintained during the selection process.
- The offeror with whom negotiations are conducted, will be given reasonable opportunity to support and clarify its proposal.
- Unsuccessful offerors will be notified at the earliest practicable time that their proposals are no longer being considered.
- Award will be made to the offeror whose proposal will be the most advantageous to the SRTA. The SRTA reserves the right not to make an award.
- Respondents are advised that the Administrator of the SRTA, as Chief Executive Officer, is solely responsible for the award of the Contract. Any respondent who communicates with any SRTA Advisory Board members, the press or engages the services of any individual or firm for the purposes of influencing the outcome of the proposal process will be disqualified from further consideration.

E. Project Schedule:

It is the intent of the SRTA that the services concerned herewith begin as soon as contract negotiations are complete, which is expected to be by July 1, 2014. The Contract between the SRTA and the selected Consultant will be for the duration of this project, which is expected to be completed no later than December 31, 2014.

Time Table:

Bid Advertised	5/5/14
Pre-proposal Conference	5/ 14/14 at 10 AM at site
Deadline for Submission of Written Inquiries	5/16/14
Written Responses to Inquiries	5/23/14
Qualifications Due	5/30/14 at 3 PM
Award and Notification due no later than	6/20/14

F. Inspection:

1. Proposers shall permit authorized representatives of the SRTA to inspect a Proposer's data, facilities, equipment, and records relating to this RFQ. Unsubstantiated statements or the refusal to permit an audit or inspection may cause the Proposer to be deemed non-responsive.

G. Proprietary Information:

1. All Qualifications 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. Please note that the SRTA is subject to the provisions of Chapter 4, Section 7, Clause 26, of the Massachusetts General Laws, and other Chapters thereof related thereto. 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 by the SRTA.

H. Grant Requirements:

1. The selected Consultant agrees to comply with all applicable state, and local laws, rules and regulations, all as amended, in the performance of its contract with the SRTA. The selected Consultant acknowledges and agrees that the contract by and between the SRTA and the selected Consultant shall include certain contract provisions required by Massachusetts General Laws Chapter 161B and/or Massachusetts General Laws Chapter 149, all as amended. Such contract shall be construed under, governed by, and enforced in accordance with Massachusetts law without regard to conflict of law or choice of law principles.

H. Amendments to the Contract:

1. The SRTA reserves the right to negotiate mutually acceptable amendments to the Contract arising from the RFQ and, in particular, with respect to the addition of services that are consistent with the services solicited by the RFQ. The right to negotiate mutually acceptable amendments applies for the term of this Contract and any extensions.

REQUIRED FORMS

All Proposals will be required to have completed the following forms as part of being deemed responsive to this Request for Qualifications/Proposals:

- General Information Form
- Certification of Eligibility
- Certification of Non-Collusion
- Acknowledgement of Receipt Form

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 Selection Advisory 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 for 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 (iii) 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
REQUEST FOR QUALIFICATIONS PROPOSAL (RFQ) RFP 14-03
Architectural and Engineering Service for Fall River Maintenance Facility
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.

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.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

[FTA Circular 4220.1E](#)

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 4220.1E](#) 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.

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.

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.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where 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 <u>State Grantees</u>	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
II <u>Non State Grantees</u>	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes ³		Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects						

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 4220.1E](#)

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.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Order 12549

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

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18, [FTA Circular 4220.1E](#)

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 SRTA. 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 SRTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within 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 SRTA 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 SRTA 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 SRTA, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING

31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

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, to be codified at 2 U.S.C. 1601, *et seq.*.)]

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

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

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.

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.

CLEAN AIR

42 U.S.C. 7401 et seq , 40 CFR 15.61 , 49 CFR Part 18

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

(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.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

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

(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.

EXHIBIT B
REQUEST FOR QUALIFICATIONS PROPOSAL (RFQ) RFP 14-03
Architectural and Engineering Service for Fall River Maintenance Facility
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
REQUEST FOR QUALIFICATIONS PROPOSAL (RFQ) RFP 14-03
Architectural and Engineering Service for Fall River Maintenance Facility

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
REQUEST FOR QUALIFICATIONS PROPOSAL (RFQ) RFP 14-03
Architectural and Engineering Service for Fall River Maintenance Facility

Protest Procedure

1. General

This procedure is applicable to all procurements in excess of \$100,000. Protests for procurements of less than \$100,000 shall be informally handled by the Procurement Department.

2. Definitions

"Interested Party" means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. It does not include subcontractors or potential subcontractors.

All "days" referred to are deemed to be normal business days. Except as otherwise provided, in computing a period of time prescribed by these regulations, the day from which the designated period of time begins to run shall not be counted, but the last day of the period shall be counted unless that day is not a normal business day, in which event the period shall include the next working day. Time for filing any document or copy thereof with the Authority expires at 4:30 p.m. Eastern Standard Time or Eastern Daylight Savings Time, as applicable on the last day on which such filing may be made.

"Adverse agency action" is any action or inaction on the part of the Authority which is prejudicial to the position taken in a protest filed with the Authority. It may include but is not limited to: a decision on the merits of a protest; a procurement action such as the opening of bids or receipt of proposals, the award of a contract, or the rejection of a bid despite the pendency of a protest; or the Authority acquiescence in and active support of continued and substantial contract performance.

3. Filing of Protest

An interested party may protest to the Authority a solicitation issued by the Authority for the procurement of property or services, or the proposed award or the award of such a contract.

Protest must be in writing and addressed as follows:

CFO / Procurement Manager
SRTA, 700 Pleasant Street, Suite 320
New Bedford, MA 02740

ATTN: Protest - Transit Management Technologies Consultant

The protester shall furnish two complete copies of the protest to the Procurement Manager, addressed as stated above.

A protest filed with the Authority shall:

1. Include the name, address and telephone number of the protester;
2. Include an original signed by the protester or its representative;
3. Identify the solicitation and purchase order number;
4. Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents; and,
5. State the form of relief requested.

No formal briefs or other technical forms of pleading or motion are required. Protest submissions should be concise, logically arranged, and clearly state legally sufficient grounds of protest.

A protest filed with the Authority may be dismissed for failure to comply with any of the requirements of this section.

4. Time of Filing

Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the closing date for receipt of initial proposals shall be filed prior to bid opening or the closing date for receipt of initial proposals. In procurements where proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing date for receipt of proposals following the incorporation.

In cases other than those covered above, protests shall be filed not later than 5 days after the basis of protest is known or should have been known, while within 5 days prior to the date specified for a bid opening of an IFB or for the due date for filing a response for RFP's.

The term "filed" regarding protests to SRTA means receipt of the protest submission to the SRTA's Administrator.

SRTA, for good cause shown, or where it determines that a protest raises issues significant to the procurement system, may consider any protest which is not filed timely.

5. Notice of Protest, Submission of Authority Report and Time for Filing of Comments on Report

The Procurement Manager shall promptly give notice of the protest to the contractor if award has been made or, if no award has been made, to all bidders or offerors who appear to have a substantial and reasonable prospect of receiving an award if the protest is denied. The Procurement Manager shall furnish copies of the protest submissions to such parties, if requested to do so in writing. In addition, if a contract will be paid in part with funding from the FTA, then the FTA Region I office shall be notified in writing of the protest.

Material submitted by a protester will not be withheld from any interested party outside the Authority which may be involved in the protest except to the extent that the withholding of information is permitted or required by law or regulation. If the protester considers that the protest contains material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest submission and the allegedly protected information must be so identified whenever it appears.

Protests shall be reviewed by a panel consisting of representatives of Legal, the Procurement Manager and appropriate technical and other staff. Such review panel shall be chaired by the Procurement Manager or by a designee, as authorized in writing.

Documents that will be included in the review will consist of the protest, the bid or proposal submitted by the protester, the solicitation, including the specifications or portions relevant to the protest, the abstract of bids or offers or relevant portions, any other documents that are relevant to the protest, or any additional evidence or information deemed necessary in determining the validity of the protest. Following final review, the Procurement Manager will furnish a copy of the report to the protester and interested parties who have responded to the notice.

Comments on the report shall be filed by the protester and interested parties with the Procurement Manager within 5 days after receipt of the report. Failure of the protester to file comments, or to file a statement requesting that the case be decided on the existing record, or to request an extension under this section within the 5-day period will result in dismissal of the protest.

Notwithstanding any other provision of this procedure, when on its face a protest does not state a valid basis for protest or is untimely, the Procurement Manager may summarily dismiss the

protest. Among the protests which may be dismissed without consideration of the merits are those concerning the following:

1. SRTA's Purchasing Regulations and Procedures.
2. Contract Administration.
3. Affirmative Determination of Responsibility by the Procurement Manager. Because the determination that a bidder or offeror is capable of performing a contract is based in large measure on subjective judgments which generally are not readily susceptible of reasoned review, an affirmative determination of responsibility will not be reviewed, absent a showing that such determination was made fraudulently or in bad faith or that definitive responsibility criteria in the solicitation were not met.
4. Determinations by the Authority of "minor informalities" in bids or proposals which can be waived by the Authority, absent a showing that such determination was made fraudulently or in bad faith or that definitive responsiveness criteria in the solicitation were not met.
5. Affirmative determination by the Authority that a bid or proposal is responsive to the Authority's specifications, absent a showing that such determination was made fraudulently or in bad faith or that definitive specification criteria in the solicitation were not met.
6. Protests not filed within the time limits set forth above.
7. Subcontractor Protests. The Authority will not consider subcontractor protests.
8. Judicial proceedings. The Authority will not consider protests where the matter involved is the subject of litigation before a court of competent jurisdiction, unless the court requests a decision by the Authority in accordance with these procedures. The Authority will not consider protests where the matter involved has been decided on the merits by a court of competent jurisdiction.

6. *Withholding of Award and Suspension of Contract Performance*

When the Authority receives notice of a protest prior to award of a contract it may not award a contract under the protested procurement while the protest is pending unless the Procurement Manager determines in writing that urgent and compelling circumstances significantly affecting interests of SRTA will not permit waiting for the protest decision.

7. *Conference Meeting*

A conference meeting on the merits of the protest may, at the sole discretion of the review panel, be held at the request of the protester or interested parties who have responded to the notice given above. Requests for a conference should be made at the earliest possible time in the protest proceeding.

Conferences will be held on a date set by the review panel no later than 5 days after receipt by the protester and interested parties of the review panel report. All interested parties shall be invited to attend. Ordinarily, only one conference will be held on a protest.

If any party refuses to attend such a conference, or a witness fails to attend or fails to answer a relevant question, the review panel may draw an inference unfavorable to the party refusing to cooperate.

The review panel may request that a conference be held if at any time during the protest proceeding it decides that such a conference is needed to clarify material issues. If such a conference is held the review panel shall make such adjustments in the submission deadlines as it determines to be fair to all parties.

Failure of the protester to file comments or to file a statement requesting that the case be decided on the existing record will result in dismissal of the protest.

8. Remedies

If the review panel determines that a solicitation or proposed award does not comply with statute or regulation, it shall recommend that the Authority implement any combination of the following remedies which it deems appropriate under the circumstances:

1. Refrain from exercising options under the contract;
2. Re-compete the contract;
3. Issue a new solicitation;
4. Award a contract consistent with statute and regulation; or
5. Such other recommendations as the Procurement Manager determines necessary to promote compliance.

In determining the appropriate recommendation, the review panel shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, cost to the Authority, the urgency of the procurement and the impact of the recommendation on the Authority's mission.

9. Time for Decision by the Authority's Review Panel

The review panel shall issue a final decision on a protest within 60 days from the date the protest is filed with it. The determination of SRTA regarding a protest will be final.

10. Administrator Involvement

A Protester may ask the SRTA Administrator to review the decision made by the Authorities Review Panel. Review of protests by the Administrator will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest.

11. FTA Involvement

FTA Circular 4220.1F provides the following advice regarding appeals from the Authority's determination:

...A protester must exhaust all administrative remedies with the grantee (Authority) before pursuing a protest with FTA. Review of protests by FTA will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation.

Violations of Federal law or regulation will be handled by the complaint process stated in that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

Exhibit E
REQUEST FOR QUALIFICATIONS PROPOSAL (RFQ) RFP 14-03
Architectural and Engineering Service for Fall River Maintenance Facility

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: _____

Acknowledgement of Receipt of RFQ*



**Request for Qualifications/Proposals
for
RFP 14-03
Architectural and Engineering Services
for the
Southeastern Regional Transit Center**

Name of Firm: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

PLEASE RETURN TO Mary Ellen DeFrias AT mdefrias@srtabus.com

***Addenda will only be forwarded to those firms that complete and submit the *RECEIPT OF RFQ* form.**