



**Pioneer Valley Transit Authority (PVTA)**

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**REQUEST FOR QUALIFICATIONS/PROPOSALS (RFQ/P)  
RFQ/P #21-004**

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**Architectural and Engineering Services**

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**Bus Wash System Replacement & New Electric Bus Charger Installation**

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**PVTA Northampton & UMass Bus Maintenance Facilities**

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**Issue Date: September 30, 2020**

**Due Date: October 28, 2020 by 5:00 PM**

## REQUEST FOR QUALIFICATIONS/PROPOSALS NOTICE

To All Interested Parties:

The Pioneer Valley Transit Authority (PVTA) is seeking proposals from interested parties to provide Architectural and Engineering Designer Services in support of renovations to its Bus Maintenance Facility at 54 Industrial Drive, Northampton, MA and to the UMass Bus Maintenance Facility at 185 Holdsworth Way, Amherst, MA. The specifics of the requested services relevant to this RFQ/P are set forth in the Scope of Services and supporting documents attached hereto and made a part hereof.

**The RFQ/P** is available for download from PVTA's website at [www.pvta.com](http://www.pvta.com) once the interested firm has registered on the website as a vendor. The RFQ/P can be found under the "Business" tab on the homepage by clicking the "Opportunities" subtab and then the RFQ/P.

**Proposals** in response to PVTA's RFQ/P #21-004 for Architectural and Engineering Services must be received at the PVTA Administration Office, 2808 Main Street, Springfield, MA 01107 no later than 5:00 P.M. EST on October 28, 2020.

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

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

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

Pioneer Valley Transit Authority  
2808 Main Street, Springfield, MA 01107 • Phone: 413-732-6248 • Fax: 413-737-2954  
[www.pvta.com](http://www.pvta.com)

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## **1.0 GENERAL INFORMATION**

### **1.1 INTRODUCTION AND BACKGROUND**

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

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

The PVTA service area has a combined population of 578,218 residents (ACS 2012-2016 5-year estimates) and widely varying development patterns over approximately 600 square miles. These communities range from urbanized cities to suburbs and rural towns. The City of Springfield is the most densely populated community, with 4,831 residents per square mile, while many outlying towns have fewer than 1,000 residents per square mile—and 9 of PVTA’s 24 communities have fewer than 300 residents per square mile. Approximately 72% of PVTA’s service area is considered suburban or rural.

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

### **SUMMARY SCOPE OF SERVICES**

PVTA is seeking qualified firms to provide architectural and engineering (A&E) designer services to remove antiquated NS bus washing systems that are original to both facilities, and replace them with more functional, highly performing, energy and water efficient systems. The new bus washing systems will be retrofitted into the existing bus wash system building space. The A&E designer services program will also include the provision of two (2) new electric bus charging stations (150kwh bus chargers) in each facility to include all MEP and building code/upgrades needed to accommodate the new electric bus chargers as well as the new bus wash systems.

It is anticipated that construction documents will be prepared for a single bid that combines both facilities (PVTA Northampton and UMass Amherst) and projects (electric bus charger and bus

wash replacement installations). The PVTA Northampton and UMass bus facilities are eight (8) miles apart. It is anticipated that the project will be bid, constructed, commissioned and closed out in calendar year 2021.

The A&E designer services scope of service consists of four (4) distinct phases as follows:

- Phase I - Design Study & Programming to assess existing conditions, electric power/utility capacity/service requirements/constraints, identify MEP and state/local building code/upgrades and permits needed to accommodate the new charging stations and bus wash systems, and evaluate alternative bus charger and wash system manufacturers for use. A summary of the improvements and construction budget are provided below:
    - (1) **FY21 Electric Bus Charger Program** will include two new 150kw electric bus charging stations installed at each facility including all electrical and physical improvements and upgrades needed to accommodate the new chargers. Both facilities suffer from significant interior space constraints so the study phase will need to identify the optimum location for the new charging stations. A program of improvements, concept layout, engineering cost estimate and project schedule will be developed. Construction Budget: \$800,000\*
    - (2) **FY22 Bus Wash Replacement Program** will include a single new bus wash system to replace the existing 30+ year old systems at each facility. This program must include necessary electrical upgrades and other physical improvements and building code upgrades needed to accommodate the new bus washers. A program of improvements, concept layout, engineering cost estimate and project schedule will be developed. Construction Budget: \$1.6 Million\*
- \*includes cost to purchase chargers, bus washers and all needed equipment/materials.*
- Phase II - Design Services to advance the approved building programs from Phase I through the required phases of design and development of construction documents.
  - Phase III - Bidding Services to assist PVTA in the bidding phase; conduct a pre-bid conference, provide written responses to RFIs and submitted bid phase questions, attend the bid opening, and review, evaluate, tabulate and advise on submitted bids.
  - Phase IV - Construction Administration Services from the pre-construction kick-off meeting through anticipated bi-weekly construction meetings, commissioning and close-out for both bid projects.

#### ANTICIPATED CONTRACT PHASING

While PVTA intends to contract a qualified A&E design firm via this RFQ/P for all phases of the project listed above, funding is only authorized for Phase I Design Study & Programming as

outlined in the scope of services. Therefore, a Cost Proposal is only requested for the Phase I Design Study & Programming Phase.

It is anticipated that the Design Study & Programming Phase will be completed within 60 days of a formal Notice to Proceed (NTP). Based on the approved, prioritized program of physical improvements in Phase I, and subject to anticipated funding, PVTA will negotiate and authorize subsequent phases of design and construction services with the selected consulting firm. It is anticipated that the Phase II, III & IV contract will be concurrently developed/reviewed with the successful respondent during Phase I so that there is no downtime between Phase I and Phase II. Because the Phase I consultant is anticipated to include Phases II-IV, proposing firms must demonstrate in their proposals that they have the capabilities to carry out all phases of the project. The specifics of these requested services and schedule are set forth in the Scope of Services and supporting documents attached hereto and made a part hereof.

#### DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOAL

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

#### **1.2 DUE DATE**

Sealed proposals for the work described herein are due by **5:00 PM EST, October 28, 2020** at the PVTA Administration Office, 2808 Main Street, Springfield, MA 01107. **PROPOSERS ARE REQUIRED TO SUBMIT A PROPOSAL INCLUDING ALL FORMS CONTAINED IN THIS PACKAGE.**

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

#### **1.3 PRE-PROPOSAL CONFERENCE**

A non-mandatory Pre-Proposal Conference and Site Walkthrough will be held on **October 13, 2020 at 11:30 AM** at the UMass Bus Maintenance Facility, 185 Holdsworth Way, Amherst, MA followed by one at the Northampton Bus Maintenance Facility, 54 Industrial Drive, Northampton, MA at **1:30 PM**. The pre-proposal conference will provide Proposers with the opportunity to view the facilities and general project areas. Questions regarding the RFQ/P and RFQ/P process will not be entertained at the conference. All such questions must be submitted in writing via email to [ssheehan@pvta.com](mailto:ssheehan@pvta.com). Attendance at the Pre-Proposal Conference is not mandatory and is not a condition for final award. Protective face masks must be worn at all times by attendees when on PVTA and UMass premises.

#### **1.4 QUESTIONS/REQUESTS FOR CLARIFICATION**

The deadline for written questions and requests for clarification regarding the RFQ/P or RFQ/P process is **5:00 PM on October 21, 2020**. All questions or requests for clarifications must be submitted in writing via email to Sandra Sheehan at [ssheehan@pvta.com](mailto:ssheehan@pvta.com). Communication by any Proposer with any agent, employee or consultant of PVTA or PVTA relative to this RFQ/P or the pending process, other than as established herein, may in the sole judgment of the Authority, result in the Proposer being disqualified.

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

#### **1.5 ACCEPTANCE PERIOD**

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

#### **1.6 CANCELLATION OF SOLICITATION**

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

#### **1.7 PROCUREMENT SCHEDULE**

9/30/20	Publicly Advertise the RFQ/P
10/13/20 @ 11:30 AM	Pre-proposal Conference & Facility Walk-Thrus
10/13/20 @ 1:30 PM	UMass Transit Facility, 185 Holdsworth Way, Amherst
10/21/20 by 5:00 PM	Northampton Bus Maintenance Garage, 54 Industrial Dr.
10/28/20 by 5:00 PM	Deadline for Written Questions/Requests for Clarifications
11/4/20	Deadline for Submission of Proposals
11/18/20	Selection Comm. Eval., Recommend & Award (Projected)
	Execute Contract/Notice-to-Proceed (Projected)

#### **2.0 INSTRUCTIONS TO PROPOSERS**

##### **2.1 SCOPE OF PROPOSAL**

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

## **2.2 AUTHORITY TO SUBMIT PROPOSAL/EXECUTE CONTRACTS**

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

## **2.3 CHANGES TO THE RFP VIA ADDENDA**

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

## **2.4 EXTENSION OF PROPOSAL DUE DATE**

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

## **2.5 ACKNOWLEDGEMENT AND POSTING OF ADDENDA**

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

## **2.6 SUBMISSION REQUIREMENTS**

All information requested shall be provided according to the following instructions in order to be considered a responsive Proposal. Separate Non-Price and Cost Proposals shall be typed; concise, but comprehensive. They should clearly state on the front of the package whether they are the Non-Price Proposal or the Cost Proposal; include the RFQ/P Number ("PVTA RFQ/P #21-004" as well as the name and address of the proposing firm. Each submission shall include a cover letter showing the Proposer's firm name, post office address, telephone/fax number as well as signature's name, title, telephone number and email address. All pages in the proposal must be numbered and signatures in ink.

### **2.6.1 Number of Submitted Proposals**

Proposers shall submit four (4) bound copies of the Non-Price Proposal and one (1) separate, sealed copy of the Cost Proposal. Proposers shall submit an electronic copy of the Non-Price and Price Proposal if requested by PVTA.

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

### 2.6.3 Non-Price Proposal

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

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

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

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

Project Manager and Key Staff Qualifications: Provide professional background, qualifications and years of experience of Project Manager and Key staff (major disciplines) within your firm including key staff of sub-consultants assigned to this project if any through all 4 phases of the project. Resumes for the Project Manager, Lead Electrical Engineer/Designer and key staff shall be submitted. Copies of valid Massachusetts Architectural Licenses or Professional Engineering Registrations for the Project Manager and responsible design personnel must be provided. The Proposer must identify any subcontractors or outside specialists that will be engaged, indicate the specific services and/or key staff roles they will be fulfilling, their qualifications/experience to do so, and whether they have teamed with the prime firm on previous projects. Include an Organizational Chart listing key professional staff and functional areas for delivery of the work.

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

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

1. A completed DBE Utilization Form attached as **Exhibit C**, committing the proposed DBE firm participation as a percentage of the total dollar value of the proposed Cost Proposal for Phase I Design Study & Programming. *Note: No dollar values shall be reported.*

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

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

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

#### **2.6.4 Cost Proposal (in separate sealed envelope)**

The Cost Proposal is only requested for the Phase I Design Study & Programming Phase. The cost proposal form provided in attached **Exhibit G** shall be used and completed for this requirement. The Cost Proposal shall include all costs and expenses associated with the Proposal, detailing all labor hours, rates, and costs by professional staff including overhead rates/costs and profit, sub-contracted fees, direct expenses and estimated reimbursable expenses by Task included in the Phase I Scope of Work. Fully billable hourly rates must be provided separately within the sealed Cost Proposal submission for staff by discipline/position should additional services be requested during the project. These fully billable hourly rates will be set for the duration of the project.

#### **2.6.5 Submission Forms, Certifications and Statements**

Proposers responding to this RFQ/P must fully complete, sign, and submit with the Non-Price Proposal the Forms, Certifications, Statements listed in this Section as well as any requested supplemental documentation required in the Forms, Certifications and Statements listed and attached with this RFP. The only attached form not to be provided in the Non-Price Proposal is the Cost Proposal Form, which must be provided in the separate, sealed Cost Proposal envelope.

All Forms must be current and, if requested, notarized. Proposers shall not: (1) leave any section of a form blank; (2) mark any section of a form not applicable (N/A); (3) make reference to other non-provided documents; or (4) make any response conditional.

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

## **2.7 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF OFFERS**

### **2.7.1 Late Submission**

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

### **2.7.2 Modification of an Offer**

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

### **2.7.3 Withdrawal of an Offer**

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

## **2.8 PROPOSER DISQUALIFICATION**

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

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

To this end, the following certification forms included with this RFQ/P must be completed, signed and

submitted with the Proposer's Non-Price Proposal: Certification of Eligibility to Bid or Propose (attached **Exhibit H**), Certificate of Tax Compliance (attached **Exhibit I**), Certification of Restrictions on Lobbying (attached **Exhibit J**), Certification of Non-Collusion (attached **Exhibit K**), and Conflict of Interest Certification (attached **Exhibit L**).

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

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

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

## **2.10 APPEAL/PROTEST PROCEDURES**

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

## **2.11 PRE-CONTRACTUAL EXPENSES**

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

**2.11.1** Preparing its proposal in response to this RFQ/P;

**2.11.2** Submitting its proposal to PVTA;

**2.11.3** Negotiating with PVTA any matter related to this proposal; or

**2.11.4** Any other expenses incurred by Proposer prior to date of award, if any, of the Agreement.

## **2.12 TAX EXEMPTION**

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

As an independent contractor, the Contractor alone shall be responsible for payment of Fed., state & local taxes of all types/kinds applicable to such fees incurred under the Agreement.

## **2.13 CONFLICT OF INTEREST**

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

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

If, during the performance of this Contract and any extension thereof, the Contractor becomes aware of any relationship, financial interest, or other activity in which it or an affiliated person or company is involved which is not in compliance with these provisions, the Contractor shall promptly notify the PVTa Procurement Officer in writing and fully disclose all circumstances thereof. The Authority reserves the right to grant an exception to the requirements of this Section, if so allowed by law, and notify the Contractor thereof. If the Authority does not grant an exception, the Contractor shall, within ten (10) days of written notice from the Authority, take all action necessary to comply with the terms stated herein. The Proposer shall certify compliance with these terms and the Massachusetts Conflict of Interest Laws by executing the Certification form referenced in Section 2.8 of this RFQ/P.

## **3.0 CONSULTANT SELECTION PROCESS**

### **3.1 QUALIFICATIONS-BASED SELECTION (QBS)**

PVTa utilizes QBS for procuring architectural and engineering designer services.

#### **3.1.1 Selection Committee/Ranking of Non-Price Proposals**

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

### **3.1.2 Cost/Fee Negotiation with Top-Rated Firm**

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

### **3.2 CONTRACT AWARD**

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

## **4.0 EVALUATION OF NON-PRICE PROPOSALS**

### **4.1 MINIMUM QUALIFICATIONS OF PROPOSERS**

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

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

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

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

### **4.3 EVALUATION CRITERIA**

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

#### **4.3.1 Overall Quality and Responsiveness of Proposal (10 Points)**

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

#### **4.3.2 Firm/Team Qualifications (30 Points)**

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

#### **4.3.3 Project Manager and Key Staff Qualifications (30 Points)**

This evaluation criteria considers the qualifications and technical competence of specific and key person(s) assigned to this project. Prior experience of both the Applicant's Project Manager, Lead Electrical Engineer and other key staff assigned to the project with regard to work on similar facility design projects. Demonstrated knowledge and experience of M.G.L. Chapter 149 relating to public construction projects, transit facility design projects, and bus wash and/or electric bus charger projects will be considered. Professional references will also be considered.

#### **4.3.4 Detailed Phase I Scope of Services (25 Points)**

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

#### **4.3.5 DBE Participation (5 Points)**

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

### **5.0 OTHER TERMS AND CONDITIONS**

#### **5.1 TERMINATION**

The Proposer selected and awarded a contract through this RFP shall receive payment for Services

from PVTA. PVTA reserves the right to terminate the Contract or modify it accordingly, including termination for cause and termination for convenience:

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

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

## **5.2 NON-COMPLIANCE WITH TERMS AND CONDITIONS**

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

## **5.3 PROPRIETARY INFORMATION**

All Proposals shall become the property of PVTA. If any proprietary information is contained in or attached to a Proposal, it must be clearly identified as such. If more than twenty-five percent (25.00%) of the contents of the Proposal are specified as proprietary information, the Proposal may

be deemed non-responsive. Please note that PVRTA is subject to the provisions of Chapter 4, Section 7(26) of the general laws of Massachusetts, a public records law, and particularly sub-clause (g) which excludes from the definition of a “public record”: “trade secrets or commercial or financial information voluntarily provided to an agency for use in developing governmental policy and upon a promise of confidentiality; but this sub-clause shall not apply to information submitted as required by law or as a condition of receiving a governmental contract or other benefit.”

#### **5.4 FEDERALLY REQUIRED CONTRACT CLAUSES**

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

### **6.0 INSURANCE**

#### **6.1 GENERAL REQUIREMENTS**

Vendor shall maintain worker’s compensation, general liability, automobile, and umbrella insurance for the minimum amount required outlined below. Insurance certificates shall be provided. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Vendor’s Commercial General Liability Policy. These certificates and the insurance policies shall contain a provision that coverage is afforded under the policies will not be cancelled or allowed to expire until 30 days prior written notice has been given to Pioneer Valley Transit Authority. Pioneer Valley Transit Authority shall be named as an additional insured on a primary and non-contributory basis on all liability and excess policies.

#### **6.2 MINIMUM REQUIRED INSURANCE COVERAGES**

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

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

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

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

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

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

### **6.3 WAIVER OF SUBROGATION**

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

## **7.0 SCOPE OF SERVICES**

### **7.1 PROJECT BACKGROUND, PURPOSE AND NEED**

**BUS WASH SYSTEMS:** The Northampton and UMass bus maintenance facilities were constructed in the 1980s with NS bus wash systems that continue in operations to this day. Their major components (mechanical arms, brushes, valves, etc.) have been replaced and updated on multiple occasions. The frequency of bus wash failures though has increased significantly over the past 10 years – particularly at Northampton. The current washers do a poor job at washing the top, back, undercarriage and front of the vehicle where bike racks are mounted – requiring manual hand washing of these areas. They also do a poor job as compared to newer technology with respect to over-spraying and keeping water off walls, equipment and piping and within the facility's drainage system. Water is also very slow to drain and is tracked by vehicles outside each facility resulting in significant ice build-up and hazardous conditions in winter. Bus wash piping and valves are in either fair or poor condition and the motors for soap distribution to the brushes are rusting.

**ELECTRIC BUS CHARGING STATIONS:** PVTA began converting a portion of its fleet to electric buses in 2015. Since then, overhead electric bus chargers have been installed at the Holyoke Multimodal Transportation Center at 236 Maple St., Holyoke (2016), and on Frank B. Murray St. at Union Station in downtown Springfield (2017). PVTA has also installed a 50 kw floor-mounted charger/dispenser inside its 2840 Main St. Bus Maintenance Facility, Springfield (2018) and six (6) 60kw floor-mounted chargers/ dispensers inside its Bus O&M Facility at 665 Cottage St., Springfield (2020). All the electric buses and installed chargers have been manufactured by Proterra. To continue its fleet conversion, PVTA needs additional charger locations in Northampton and UMass, where there currently are no electric buses in the fleet.

## 7.2 PROPOSED IMPROVEMENTS

BUS WASH SYSTEMS: PVTA is seeking a new 4-brush, bus wash systems for both facilities that will be much more efficient than the current system with respect to energy and water conservation and cleaning full-size buses as well as paratransit vans - the latter of which are currently washed by hand. The project will include the installation of concrete aprons with radiant heating at the wash bay approaches, other physical improvements to the wash bay areas, and any required building code upgrades to the bus wash bays/buildings mechanical, electrical, plumbing and fire protection systems. The heated aprons will eliminate safety issues created by the build-up of snow and ice as buses are pulled into the wash bay during the winter. Overhead infrared heaters and blowers will be installed within the bus wash bays and interior storage areas to prevent tracking of water that currently turns to ice just outside the wash bays. Subject to the design study and available budget, the work may include, but not be limited to:

- demolition and removal of existing vehicle wash equipment;
- replacing electrical outlets, receptacles, panel board enclosures and neoprene gaskets;
- installation of new combination audio/visual fire protection devices;
- replace surveillance cameras in wash bays;
- installation of new emergency lighting units and EXIT signs;
- relocation and replacement of existing ceiling-mounted light fixtures;
- installation of new traffic lights;
- replace existing interior heaters with infrared overhead heaters;
- installation of exterior heated concrete aprons;
- modification of existing floor drains;
- replace single and double doors as needed;
- repair concrete floors where needed;
- replace fluid dispensers (oil, coolant, transmission fluid, etc.) and hose reels;
- pressure washing and (water-resistant) painting the interior of walls and ceilings;
- installation and commissioning of new, fully functional bus wash system with potential water recycling/reclaim, new vehicle guide rails and related equipment.

ELECTRIC BUS CHARGING STATIONS: PVTA is seeking the installation and commissioning of two (2) electric bus charging stations (150kw) at each facility. Given space constraints in each facility PVTA is advancing two single combination charging station (for example 150kw) with two dispensers at each facility. Subject to the design study and available budget, the work may include, but not be limited to:

- electrical service/panel upgrades;
- overhead conduit hangers/runs;
- painting;
- pulling wire;
- concrete charger pad, charger and dispenser/arm installation;
- electric service switch-over;
- commissioning

### **7.3 DESIGN STUDY ISSUES, CONCERNS AND CONSIDERATIONS**

**BUS WASH SYSTEMS:** The design study includes an evaluation of bus wash system manufacturers suitable for developing specifications for equipment/installation. PVTa currently has the two 30+ year old NS Bus Wash systems in the Northampton and UMass facilities and Westmatic Bus Wash systems in its 2840 Main Street Bus Maintenance Facility, Springfield (2015), which replaced a NS Bus Wash system, and in its new 665 Cottage Street Bus O&M Facility, Springfield (2019). Both NS and Westmatic bus wash systems should be considered in the evaluation along with one or two other bus wash manufacturers.

The key design study concerns for the bus washers are the numerous MEP and building upgrades that are needed within the bus wash bays for each facility. Like the bus washers themselves, most of these elements are original to the building and in need of replacement/upgrade. There is possibly more need here than budget, so the design study will require a prioritization of improvement upgrades needed by code or to accommodate the new bus washers versus improvement upgrades desired - but not critically required.

The design study also needs to consider that the new bus washers will need to be retrofitted into substandard size wash bays. PVTa dealt with this issue in its 2840 Main Street bus wash/service building retrofit in 2015. Issues that may arise include vehicle guide rails needing to be widened or lengthened; insufficient wash bay/building length to provide full manufacturer wash bay functionality; floor/trench drain relocation; water & sewer permit requirements specific to each site, etc. There are also concerns regarding the capacity of the power systems feeding both facilities as discussed below.

**ELECTRIC BUS CHARGING STATIONS:** The key design study issues are power and space. Operational staff for both facilities believe the existing electrical power system is at capacity (i.e. there is not enough power being drawn from the street to add any additional electrical loads). An actual load study of existing and proposed services/power/equipment based on code required calculations will be required in Phase I by a licensed electrical engineer on the consulting team. In addition to the electric bus charging stations and new bus wash system, other planned upgrades that could draw additional power must be considered (planned new generators, equipment, etc.). As for space, both facilities are undersized and storage space is at a premium, so optimally locating the bus charger stations will be a challenging exercise in Phase I.

### **7.4 PHASE I – DESIGN STUDY & PROGRAMMING**

The Design Study & Programming Phase shall assess existing conditions, space constraints, electric power/utility capacity/service requirements/constraints, identify MEP and state/local building code/upgrades and permit requirements needed to accommodate the new charging stations and bus wash systems, and evaluate alternative bus charger and wash system manufacturers for use. The designer will develop a building program to include:

- (1) Electric Bus Chargers** - two new 150kw (total) electric bus charging stations installed at each facility including all electrical and physical improvements and upgrades needed to accommodate the new chargers. Both facilities suffer from

significant interior space constraints so the study phase will need to identify the optimum location for the new charging stations. A program of improvements, concept layout, engineering cost estimate and project schedule will be developed.

**Construction Budget: \$800,000\***

- (2) **Bus Wash Replacement Systems** – to include a single new bus wash system to replace the existing systems at each facility. This program must include electrical and other physical improvements and upgrades needed to accommodate the new bus washers. A program of improvements, concept layout, engineering cost estimate and project schedule will be developed. **Construction Budget: \$1.6 Million\***

*\*includes cost to purchase chargers, bus washers and all needed equipment/materials.*

#### **7.4.1 General Scope of Services/Tasks:**

Phase I Design Study & Programming will at a minimum include the general tasks listed below. The summary tasks listed are very general in nature and not intended to be inclusive of all the tasks or steps needed to provide the desired products that will ultimately be delivered under contract with the selected Proposer. As such, Proposer's shall provide a detailed scope of services that expands on the identified tasks, activities and discussions listed and should include other measures, methodologies or strategies that can be employed to improve the overall quality of services and ultimately, the products delivered.

- Review existing facility studies and reports.
- Review "new" bus wash operations at PVTA's Main Street and Cottage Street Bus O&M facilities. Review recently installed Cottage Street electric bus charging station system.
- Conduct a site inspection and photo log of the Northampton and UMass facilities with a PVTA and UMass staff advisory group to review existing conditions, discuss current operations, concerns, program needs and suggested improvements for inclusion with the bus wash system and electric bus charging station projects.
- Assess whether the existing buildings have sufficient capacity to support the proposed new bus washers and electric bus chargers without any major upgrades to electrical, gas, water, fire alarm, or drainage systems. The electrical power assessment may involve meeting with local power company officials and reviewing existing facility services and historic utility bills. Identify any upgrades to these systems that are needed.
- Assess the existing wash bays/buildings for equipment for code compliance, performance requirements and other needed improvements. Any potential for hazmat testing or concerns should be identified. Assessments, recommendations and priorities should be considerate of life expectancies of building elements, systems and equipment, building and equipment standards and codes, energy consumption and conservation measures, ADA compliance, life safety and building code compliance, appearance and other factors. The use of life cycle cost analysis shall be used to determine if an item should be repaired or replaced.
- Identify optimum locations for electric bus chargers given space constraints working with the PVTA and UMass advisory group.
- Evaluate various manufacturer's automated bus washer systems and electric bus charging

station systems in consultation with the PVRTA and UMass advisory group and issue a technical memorandum with recommendations. This function may involve visiting other transit agency's facilities to observe different manufacturer's bus wash or chargers there.

- Identify a building program of recommended improvements and upgrades required to accommodate both the bus wash systems and bus charging stations for each facility. Additional improvements and upgrades that are recommended but not required will also be identified.
- Prepare a Design Study & Programming Report to inform the remaining phases of design. A single technical memorandum/report for both the bus wash system and electric bus charger station project is fine. The technical memorandum/report will include separate conceptual layouts for the bus wash system replacements and new electric bus charging stations; a separate listing/description and narrative of recommended new bus wash and charger equipment and project elements including a prioritized listing of recommended required and desired facility upgrades and improvements with each project. Prepare a conceptual cost estimate for soft and hard costs for the project including both the bus wash system and electric bus charger station installations. Construction costs must be broken out separately for the electric bus charger versus the bus wash replacement systems to satisfy the two different funding grants for each. Prepare a design, bidding, construction and commissioning schedule.

## **7.5 PHASE II - DESIGN SERVICES**

As stated earlier, based on available funding and feasibility, a detailed scope and fee for the Phase II Design Services will be negotiated with the firm selected to complete Phase I. Following the Design Study and Programming Phase, PVRTA anticipates a 30% Schematic Design, 60% Design Development and 90% Final Design Stages.

### **7.5.1 30% Schematic Design (SD) Stage**

Develop Schematic level design plans based on the Phase I Design Study & Programming Report. At a minimum, deliverables during Schematic Design should include the following:

- Consult with the PVRTA to develop a design scheme that accommodates their full set of needs and final building program based on Phase I;
- Meet with PVRTA and UMass advisory committee on a bi-weekly basis;
- Conduct any surveys and geotechnical/environmental investigations as required;
- Conduct field investigations necessary to allow each trade to advance the design;
- Develop drawings and narrative descriptions of the site and building systems including architectural, structural, civil/site, mechanical, electrical, plumbing, fire protection, telecommunications, information technology, hazardous materials/handling if any, and other necessary systems with full compliance with all applicable codes;
- Perform QA/QC for coordination and consistency among all disciplines;
- Provide a summary of disciplines for which filed sub-bids will be required;
- Conduct a comparative analysis of alternative systems, including a comparison of construction costs, maintenance costs, and other relevant factors, to provide the

PVTA with information adequate to assess the schematic design alternatives presented;

- Identify and advance any local, state and/or federal review/permitting as well as any other potential regulatory approvals required for the projects. Make any presentations required for design approvals;
- Identify energy saving initiatives and rebate opportunities from the local power companies and complete all required pre- and post-rebate applications and submit them on behalf of PVTA after review and approval from PVTA;
- Present the schematic-level design plans and specifications, cost estimates and schedules to PVTA for review and comment;
- Address/incorporate comments of the PVTA and UMass resulting from a review of submitted schematic design plans. Obtain PVTA approval of the Schematic Design.

### **7.5.2 60% Design Development (DD) Stage**

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

In these Stages, the following general tasks will include:

- Conduct a detailed code review of all proposed construction to ensure compliance with applicable building, fire, zoning and other codes such as the Americans with Disabilities Act (“ADA”) and a life safety plan indicating allowable area for construction type proposed, location of fire separation walls, means of egress paths, and required exit widths for doors, stairs and corridors;
- Coordinate the design with local building and engineering departments as required as well as with any other agency permitting with jurisdiction;
- Meet with PVTA and UMass Advisory Committee on a bi-weekly basis;
- Comply with Buy America requirements;
- Prepare appropriate data and illustrations for equipment based on PVTA input necessary to develop interior layouts and configurations, including specially designed items or elements, to indicate finished appearance and functional operation;
- Make recommendations as to colors, materials, and finishes and any long lead item procurement items;
- Prepare a mechanical, electrical, and plumbing systems design with draft specifications that defines the performance expectations and objectives for the MEP systems;
- Perform QA/QC for coordination and consistency among all disciplines;
- Develop a line item construction cost estimate including equipment programmed based upon quantity and unit costs; and

- Update the project schedule outlining the time required to obtain all necessary permits and approvals, complete the final design, bid the project, award contracts, and complete construction;
- Submit Plans, more detailed specifications and estimate (within budget) to PVTA and governmental jurisdictions as required for review and comment incorporating/addressing any comments received;
- Address/incorporate comments of PVTA, UMass and any outside agencies on the 60% design plans;
- Present and obtain PVTA/UMass approvals of the 60% plans with authorization to proceed to final design;

### **7.5.3 90% Final Design Development (FD) Stage**

- Meet with PVTA and UMass Advisory Committee on a bi-weekly basis;
- Incorporate all appropriate PVTA front-end required documents in plan specifications;
- Perform QA/QC for coordination and consistency among all disciplines;
- Develop 90% complete drawings and specifications including commissioning specification section. Prepare staging and constructability plans as part of this design plan submission.
- Provide final design opinion of probable construction costs and updated schedule to PVTA;
- Address/incorporate comments of PVTA, UMass and any outside agencies on the 60% design plans;
- Achieve PVTA and any local, state and federal governmental permit approvals of these design plans as required to advance to final design and construction documents. Make formal presentations of design if required to obtain said approvals to advance to Construction Documents Stage;
- Coordinate the 90% design with City of Northampton and Town of Amherst Building Departments as required as well as with any other agency permitting with jurisdiction.

### **7.5.4 Construction Documents Stage**

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

- Prepare separate contract drawings and engineering cost estimates for each design discipline covering all work required. The plans and specifications shall clearly describe, define and identify the scope of work for each discipline, required materials, products and devices; and the results to be obtained in construction and the prosecution of the work;
- Prepare a Commissioning Plan if required, including specifications for any commissioning of MEP systems, IT/data/communications systems and/or any other systems/equipment,

including a commissioning process, requirements, and component checkout and system test forms to be incorporated into the Construction Documents for use in the Commissioning process;

- Assist the PVTA in the establishment of bid alternates, if required;
- Provide an updated final schedule and detailed cost estimate and advise PVTA of any adjustments to previous statements of estimated (probable) construction costs indicated by changes in requirements or general market conditions; and
- A single construction bid package shall be prepared for the solicitation of competitive bids in accordance with MGL Chapter 149 Section 44A-J bid as well as requirements and Federal Regulations cited by PVTA.

#### **7.6 PHASE III – BIDDING SERVICES**

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

#### **7.7 PHASE IV – CONSTRUCTION ADMINISTRATION SERVICES**

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

- Attending weekly job meetings at the project sites to observe the quality and progress of the work and furnish written field reports and minutes of job meetings to PVTA;
- Reviewing and acting upon shop drawings submitted by contractor in a timely manner;
- Providing technical consultation with interpreting contract documents;
- Reviewing construction process to ensure compliance with construction documents;
- Reviewing and recommending actions relative to contractor's request for payments; Ensuring that all necessary inspections and approvals from appropriate regulatory authorities are secured;
- Commissioning assistance/coordination if any;
- Preparing punch list of incomplete and unacceptable work;
- Verifying completion of punch list items and monetizing incomplete punch list work;

- Responding to requests by PVTA's Project Manager and Clerk of Works;
- Collecting, reviewing and distributing any operations and maintenance instruction/manuals; as-built drawings; and contract close-out documents;
- Recommending release of retainage and approval of Contractor's final payment when appropriate;
- Assisting PVTA with DCAM Contractor evaluations as necessary;

\

**ATTACHED EXHIBITS:**

**EXHIBIT A, CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_  
(Name of Corporation)

held on \_\_\_\_\_, 20\_\_ it was VOTED that:

\_\_\_\_\_  
(Name) (Officer's Title)

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

A True Copy:

ATTEST:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

PLACE OF BUSINESS:

\_\_\_\_\_

I hereby certify that I am the clerk of the

\_\_\_\_\_

that \_\_\_\_\_ is the duly elected

\_\_\_\_\_ of

(Name)

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

\_\_\_\_\_

(Clerk)

CORPORATE SEAL:

**EXHIBIT B, ADDENDA ACKNOWLEDGEMENT FORM**

Proposer acknowledges receipt of the following amendments to RFQ/P#21-004.

Amendment No. \_\_\_\_\_ Dated: \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT C, DBE UTILIZATION FORM**

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

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

\_\_\_\_\_ The Proposer (if unable to meet the DBE goal of 10%) is committed to a minimum of \_\_\_\_\_ % DBE utilization for Phase I Services authorized under this contract and submits documentation demonstrating good faith efforts.

PROPOSER'S NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT D, DBE PARTICIPATION SCHEDULE**

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

**DBE IDENTIFICATION AND INFORMATION FORM**

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

PRIME COMPANY NAME: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

**EXHIBIT E, DBE GOOD FAITH EFFORT FORM**

**Proposer Name:** \_\_\_\_\_

In the event that the Proposer was unable to meet or exceed the 10% DBE goal for Phase I Services, please list below the Proposer's good faith efforts made to meet the goal.

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

**EXHIBIT F, DBE AFFIDAVIT**

STATE OF \_\_\_\_\_ Date: \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

Of \_\_\_\_\_

(Name of DBE)

and certifies that since the date of its certification by

\_\_\_\_\_  
(SDO)

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

status of: \_\_\_\_\_

(Name of DBE)

\_\_\_\_\_  
(Signature and Title of Person Making Affidavit)

Sworn to before me this \_\_\_\_\_ day of 2020

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

**EXHIBIT G, COST PROPOSAL FORM**

PVTA RFQ/P #21-004: Architectural and Engineering Services, PVTA Bus Wash Replacement and Electric Bus Charger Station Installation

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

Billing Rate

*Lump Sum Cost to perform Scope of Services*

*Phase I Design Study and Programming:* \$ \_\_\_\_\_

Please Attach:

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

SIGNATURE of PREPARER: \_\_\_\_\_

NAME and TITLE: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT H, CERTIFICATION OF ELIGIBILITY TO BID OR PROPOSE**

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

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

Signature of Authorized Official: \_\_\_\_\_

Firm: \_\_\_\_\_

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

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

Have not within a three (3) year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction, violation of Federal or state anti-trust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property.

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of, any of the offenses enumerated in Paragraph B of this certification.

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

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

(Check One)

\_\_\_\_\_ I DO CERTIFY \_\_\_\_\_ I DO NOT CERTIFY

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_

**EXHIBIT I, CERTIFICATE OF TAX COMPLIANCE**

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

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

**EXHIBIT J, CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, of \_\_\_\_\_,  
(Name and Title) (Name of Firm)

hereby certify that:

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

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

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

- (4) The undersigned acknowledges that this certification is a material representation of fact upon which reliance shall be placed at the time that the transaction concerned herewith was made or entered into, and that submission of this certification is a prerequisite for making or entering into such transaction imposed by Section 1352, Title 31, U.S. Code as amended. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- (5) The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
(Signature and Title of Authorized Official)

**EXHIBIT K, CERTIFICATION OF NON-COLLUSION**

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

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT L, CONFLICT OF INTEREST CERTIFICATION**

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

PROPOSER'S NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **EXHIBIT M, PVTA'S PRESERVATION OF RIGHTS AND DISCLAIMERS**

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

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

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

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

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

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

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

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

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

Neither the expression of any Proposer's interest, nor the submission of any Proposer's qualifications and any documents or other information, nor the acceptance thereof by the PVTA,

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

(i) impose any obligation on the PVTA to include the Proposer in any such further procedures which the PVTA may utilize prior to the final selection of a Proposer,

(ii) be deemed to impose any obligation whatsoever on the PVTA to select the Proposer, or to enter into negotiations with the Proposer, or

(iii) entitle the Proposers to any compensation or reimbursement for any costs or expenses incurred by the Proposer in connection with the Proposer's submission hereunder.

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

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

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

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

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

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

(ii) a determination by the PVTA that the Proposer has failed to disclose any matter that materially relates to the fitness or ability of the Proposer to perform the work and Services

associated with this development opportunity, or a conflict of interest; or

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

The PVTA reserves the unqualified right to:

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

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

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

## **EXHIBIT N: Federally Required Contract Clauses**

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

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

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

### **Clean Water.**

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

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

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 codified at 2 U.S.C. § 1601, et seq.** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal

contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the Authority.

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

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

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

1. The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. Part 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.

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

3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR Part 18.39(i)(11).

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

**Clean Air.**

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

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

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

12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**No Obligation by the Federal Government.**

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

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

**Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Authority or federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Authority or federal government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Authority or federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Authority or government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Authority or federal government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Termination for Convenience or Default** - The Authority may terminate this contract in whole or in part, for the Authority's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of

the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

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

If the termination is for failure of the Contractor to fulfill the contract obligations, the Authority may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Authority.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority.

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

### **Suspension and Debarment.**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

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

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law set forth in 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

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

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

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and federal transit law set forth in 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

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

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

**Disadvantaged Business Enterprises.**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The Authority's goal for DBE participation on this project is 5%.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate. Each

subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

c. The successful bidder/proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the Authority. In addition, the contractor may not hold retainage from its subcontractors.

e. The Contractor must promptly notify the Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Authority.

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

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

**Access for Individuals with Disabilities** - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent

amendments to these laws or other laws pertaining to access for individuals with disabilities to the extent applicable. In addition, the Contractor agrees to comply with applicable implementing federal regulations and directives and any subsequent amendments thereto, as follows:

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

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

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Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.