

# REQUEST FOR PROPOSALS

Issue Date: May 6, 2024

RFP# 65924

Title: General Architectural/Engineering Consultant Services Term Contract in Support of Jaunt Transit Projects

Commodity Code: 918-15 Architectural Consulting; 918-42 Engineering Consulting

Issuing Agency and Address: Jaunt, Inc  
104 Keystone Place  
Charlottesville, VA 22902  
ATTN: Mike Mills

Location of Work: Charlottesville, VA

Period of Contract: The contract period shall be for a two-year term. The contract may be renewable for one additional term, at the Agency's option.

All inquiries for information should be directed in writing to Mike Mills, Director of Procurement at [mikem@ridejaunt.org](mailto:mikem@ridejaunt.org). All questions must be received by May 20, 2024.

Sealed proposals for furnishing the services described herein will be received until **1:00 p.m. Eastern time on June 7, 2024.** **All proposals must be received via eVA. Instructions on how to do this are included in this RFP.**

In compliance with this Request For Proposal (RFP), which includes the attached Table of Contents and all provisions and appendices attached and referenced therein, and subject to all the terms and conditions set forth herein, the undersigned offers and agrees to furnish the services **described in the RFP cited above and submit this signed proposal which includes this completed and signed page, the completed and signed Forms AE-1, AE-2, AE-3, AE-4, AE-5 and AE-6 and other data as required by the RFP.** It is understood that this proposal and the scope of services may be modified, by mutual agreement in subsequent negotiations.

Name and Address of Offeror:

_____	_____
_____	Date
_____	_____
_____	Signature (in Ink)
_____	_____
_____	Printed or Typed Name of Above
FEI/FIN Number	_____
E-mail	Phone

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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**Note:** Electronic copies of A/E Data Forms (AE-1 through AE-6) forms are available for download at <https://dgs.virginia.gov/search/documents-and-forms/?filter=DGS-30-004>

## **I. APPLICABILITY OF THE A/E MANUAL:**

The rights and duties of the Owner and Architect/Engineers (A/E) applicable to State projects are set forth in the Terms and Conditions of the A/E Contract (CO-3a) and the A/E Manual as defined in the current edition of the Construction and Professional Services Manual (CPSM), as amended. The Terms and Conditions are available at <https://dgs.virginia.gov/engineering-and-buildings/statewide-constructionproject-management/current-cpsm-edition/>

Offeror's attention is directed to Chapter 2, Definitions of the CPSM, for definitions of terms used in this RFP. The terms "Agency" and "Owner" are used interchangeably in the material referenced in this RFP and mean Jaunt, Inc. (Jaunt), the public service corporation issuing this solicitation for services and with whom the successful A/E Offeror will enter into an agreement. For purposes of clarity and uniformity in this RFP, only the term "Agency" will be used.

## **II. PURPOSE:**

The Agency often needs professional architectural and/or engineering assistance such as investigations, studies, reports, review of design and engineering documents and related services for transit construction projects. In addition, design services for projects directly managed by the Agency may also be needed. The purpose and intent of this RFP is to solicit proposals for a Term Contract for such professional architectural and/or professional engineering services to be provided on an "as needed" basis pursuant to Project Orders issued during the contract term. The A/E(s) awarded a contract will agree to be available to provide these services in a timely manner, thereby reducing the Agency's cost and time for advertising and developing numerous RFPs and increasing the Agency's efficiency in obtaining professional services.

The initial contract period shall be for two years. The contract shall be renewable for one additional term, at the Agency's option. The additional term shall be for an one-year period. See Section X Contract Term for more information.

## **III. AGENCY'S RIGHT TO ISSUE RFPS AND PROJECT ORDERS:**

The Agency reserves the right, at its sole discretion, to issue RFPs for similar work, for other disciplines or types of work, and for other projects as the need may occur. An A/E may have only one A/E Term Contract in effect with an agency or its subsidiaries or branches at any time.

The Agency also reserves the right to issue Project Orders to other A/Es under Term Contracts at its sole discretion, based on its evaluation of each A/E's qualifications, expertise, current workload, capabilities, performance record, location or distance to the project, and other factors as may be pertinent to the particular project.

#### **IV. SCOPE OF SERVICES:**

The selected A/E shall furnish all labor and resources, in accordance with the requirements of the A/E Manual, to provide complete services necessary for Project Order(s) issued during the Contract Term. In conducting these services, the A/E shall ensure all applicable Federal, State and local requirements are being met. The types of services that the A/E may be required to perform include, but are not limited to the following:

A. Design Services:

- Transit design review services to include but not limited to program review and concept, schematic design, design development, construction documents on buildings including operation, maintenance, administration, multimodal transfer facilities, etc.
- Discrete reviews and studies, such as, but not limited to:
  - Develop independent cost estimates for construction projects.
  - Perform risk assessments and provide risk management services.
  - Perform value engineering studies.
  - Perform constructability reviews.
- Other review services as may be required by Jaunt
- Design services (conceptual engineering design, preliminary engineering design, surveying, hydrologic and hydraulic analysis, geotechnical analysis, and landscape architecture, etc.) may be needed on projects that are directly managed by the Agency.
- Design services for transit shall comply with all requirements of the CPSM, as applicable.

B. Construction Administration Services:

- Construction administration services as defined in the CPSM, as applicable. Typical administration services include but are not limited to monitoring, observation and site visit reports on tracks, signals, structures, crash walls, civil site, buildings, park-n-ride facilities, etc.
- Provide additional construction administration services as may be defined in the Memorandum of Understanding (MOU).

Any Project Order for a feasibility or other study or review of a schematic or preliminary design issued pursuant to the Term Contract shall not include the right to extend the A/E's scope of services to include full design and construction period services. The A/E shall not, however be prohibited from participating in competitive negotiation procurement for such services.

#### **V. POLICY ON SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES:**

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in state procurement activities. The

Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses is required with any proposal for A/E services where the total A/E contract amount may exceed \$100,000. Since the potential for Project Orders under the contract exceeds \$100,000, the Offeror must provide information on its past utilization of Small, Women, and Minority Owned disadvantaged businesses, and must also state any plans to utilize such businesses and the manner in which they may be utilized under this Contract.

A list of Virginia Department of Small Business and Supplier Diversity (DSBSD) certified Small, Women-owned, and Minority-owned Business (“SWAM”) firms are maintained at [www.DSBSD.virginia.gov](http://www.DSBSD.virginia.gov) under the SWAM Vendor Directory link.

## **VI. LICENSE AND REGISTRATION:**

All business entities, except for sole proprietorships, are required to register with the State Corporation Commission. Foreign Professional corporations and Foreign Professional Limited Liability Companies (i.e., organized or existing under the laws of a state or jurisdiction other than Virginia) must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company, or sole proprietorship that does not employ other individuals for which licensing is required must be registered in the Commonwealth of Virginia with the Board for Architects, Professional Engineers, Land Surveyors, and Landscape Architects (“Board”) of the Department of Professional and Occupational Regulation (“DPOR”). Board regulations require that all branch offices of professional corporations and business entities located in Virginia that offer or render any professional services relating to the professions regulated by the Board be registered as separate branch offices with the Board. All offices, including branches that offer or render any professional service must have at least one full-time resident professional who is responsible and in charge who is licensed in the profession offered or rendered at that office. All firms that are to provide professional services must meet these criteria prior to submitting a Proposal to Jaunt. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the *Code of Virginia*.

Each business entity (prime and sub-consultants) on the proposed team that is practicing or offering to practice professional services in Virginia, including, but not limited to, those practicing or offering to practice engineering, surveying, hydrologic and hydraulic analysis, geotechnical analysis and landscape architecture, must provide evidence in the Proposal, including full size copies of appropriate commercial professional registrations and licenses for all main and branch offices proposed for this Project, and for appropriate individual registrations/licenses for those professional occupations per the requirements listed below. The Proposal should convey the requested information for each registrant by the use of a concise table or matrix. Full size copies of the State Corporation Commission and DPOR supporting registration will not count towards the page restriction.

- The State Corporation Commission registration detailing the name, registration number, type of corporation and status of the business entity.
- The DPOR registration information for each office practicing or offering to practice any professional services in Virginia, including the business name, address, registration type, registration number, expiration date.
- The DPOR license information for each of the Key Personnel practicing or offering to practice professional services in Virginia, including the name, address, type, registration number, and expiration date. Provide the office location where each of the Key Personnel is offering to practice professional services.
- The DPOR license information for those services not regulated by the Board, such as real estate appraisal, including the business name, address, registration type, registration number, and expiration date.

Failure to comply with either state or federal law with regard to requirements in Virginia regarding the Offeror's organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, individual, or professional in nature, may render the Proposal submittal, in the sole and reasonable discretion of the Agency, non-responsive. In that event, the Proposal submittal may be returned without any consideration or evaluation.

## **VII. PROPOSAL REQUIREMENTS:**

### **A. General Requirements**

- In order to be considered for selection, Offerors must submit a complete sealed electronic response to this RFP. RFP must be submitted electronically using eVA (<https://eva.virginia.gov/index.html>). If you are not registered in eVA, you must do so in order to submit a proposal and have a contract with the state of Virginia.
- Proposals must be received in eVA by 1:00 p.m. Eastern time on June 7, 2024.
- In addition, the Offeror may be required to make a subsequent oral presentation detailing how the Offeror would approach the specific elements outlined in the Scope of Work.

### **B. Proposal Preparation**

- Proposals shall be electronically signed by an authorized representative of the A/E. By submitting a proposal, the Offeror certifies that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP may ultimately result in rejection of the proposal.

- Proposals should be prepared simply and economically, providing a straightforward, concise description of the A/E's capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content. Proposal content must be submitted as an attachment in eVA, and each attachment can be no more than 60MB. You can submit up to five attachments at a time and as many as necessary. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective proposal are neither required nor desired.
- To reduce the effort and expense of responding to RFPs, provide uniformity in the type of information requested, and enhance the review and evaluation process, the standard Forms AE-1 through AE-6 found in Attachment B – A/E Forms and Instructions shall be used by A/Es responding to the RFP.
- Do not duplicate information furnished in Attachment B – A/E Forms and Instructions elsewhere in the submittal. Electronic copies of the forms are available at <https://dgs.virginia.gov/search/documents-and-forms/?filter=DGS-30-004>.
- The maximum number of single-sided pages that may be included in the proposal is 50 pages. Full size registration documents and resumes are excluded from the page number restriction. All pages are to be 8 1/2" x 11" and printed with single-spaced type no smaller than 12 point.
- Proposals shall include the following:
  - The completed and signed RFP cover page
  - License and registration information including:
    - Full size copies of State Corporation Commission (SCC) and Department of Professional and Occupational Regulation (DPOR) supporting registration/licensing documentation for each firm (including that of each pertinent branch office)
    - Full size copies of DPOR registration certificates for the Key Personnel
    - Table or matrix containing the requested information
  - Attachment B – A/E Forms and Instructions
  - Attachment C – Small Businesses and Businesses Owned by Women and Minorities Data Form
  - Attachment D – State Corporation Commission Form
  - Attachment F – Federal Certifications
  - Attachment G – Government-Wide Debarment and Suspension (Non-Procurement)
- Proprietary information from Offerors will not be disclosed to the public or to the competitors provided such proprietary information is properly identified, as required by § 2.2-4342(F) of the Code of Virginia, as amended, in the proposal.
- If an Offeror wishes to submit a version of the proposal that has proprietary information redacted, the redacted version must be submitted in electronic format

on a separate compact disc or thumb drive and must redact all proprietary information. Section numbers which are redacted must be identified as follows: Example: Section 3, paragraph B: "Redacted. "The Offeror is responsible for ensuring that the redacted version of the proposal is carefully edited, altered, and refined in order to protect and maintain complete confidentiality of protected information.

- Any information thought to be relevant, but not specifically applicable to the enumerated scope of services, may be provided as an appendix to the proposal. If publications are supplied by the Offeror to respond to a requirement, the response should include reference to the document number and page number. Publications provided without such reference will not be considered relevant to the RFP.

## VIII. EVALUATION AND AWARD OF CONTRACTS:

- A. **Evaluation Criteria:** Proposals shall be evaluated by the Agency using the following criteria:
- **A/E's Team: 30 points** - The expertise, experience, and qualifications of the A/E's personnel and proposed subconsultants in each discipline that may provide services relevant to the RFP.
  - **A/E's Capability: 30 points** - The A/E's demonstrated track record in managing projects with delivery on time and on budget, comments provided by references and the following:
    - Expertise and past experience of the A/E in providing services on other Term Contracts or on projects of similar size, scope and features as those required for the scope of services on this RFP.
    - A/E's recent (past five years) experience/history in designing projects within the established "Design-not-to-exceed" budget.
    - A/E's experience in providing services in conformance to the State's Construction and Capital Outlay procedures including Codes, Standards, Accessibility and Building Efficiency, as applicable.
    - Financial Responsibility as evidenced by the A/E carrying Professional Liability Insurance.
  - **A/E's Availability: 20 points** - Availability includes but is not limited to the following:
    - Geographic location of the A/E's office where work will be performed in relation to the project location(s).
    - Size of the firm relative to the size of the project(s).
    - Willingness to provide services on the small projects associated with Term Contracts for a reasonable fee as determined by the agency.



- **Small Business Utilization: 10 points** - Use of small businesses and businesses owned by women and minorities as consultants, subcontractors, suppliers or support services. The DSBSD / SWAM goal for this contract is 5%.
- **Quality of Proposal: 10 points** - Clear and concise organization of the proposal including appearance and quality.

B. **Award of Contract:** The Agency shall engage in individual discussions and interviews with a minimum of two Offerors deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Offerors shall be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed contract. Proprietary information from competing Offerors (including the plan for accomplishing the scope of services) will not be disclosed to the public or to competitors provided such information is duly marked as "Proprietary Information" by the Offeror and the designation is justified as required by § 2.2-4342 of the *Code of Virginia*, as amended. At the conclusion of the informal interviews, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the Agency shall rank, in the order of preference, the interviewed Offerors whose professional qualifications and proposed services are deemed most meritorious.

Separate negotiations shall then be conducted with the two highest ranked Offerors to establish acceptable MOUs, including marked up hourly rates considered fair and reasonable, and which compare favorably with the typical labor rates for the various A/E skill levels required for the work. Contract awards will be made to the Offerors provided the A/Es accept/agree to the Project Order offered at the time of negotiations. If the Agency and an Offeror cannot come to an agreement, negotiations with the Offeror shall be formally terminated and negotiations conducted with the third highest ranked Offeror, and so on, until such a contract can be negotiated at fair and reasonable rates and the Project Order agreed to by the Agency and Offeror. This process will continue until the desired number of A/E contracts is awarded by the Agency for the Term Contract.

## **IX. FEES:**

- A. The MOU prepared by the Agency will document the negotiated acceptable labor rates for the various A/E classifications/disciplines/skill levels. These rates will be used by the Agency in arriving at lump sum fees and any hourly rate work that is authorized by the Agency for Project Orders issued under the Term Contract resulting from this solicitation.
- B. If a Project Order is to be performed on a lump sum basis, the Agency shall determine a lump sum based on the scope of service required, the estimated man-hours required

for each classification/discipline/skill level, and the labor rates agreed upon during the contract negotiations.

#### **X. CONTRACT TERM:**

Under this Contract, Project Orders may be issued during the two years' following the date of execution of this Contract. This two-year period shall be referred to as the "Contract Term". It is understood that the A/E's work under the Project Orders issued may not be completed during the Contract Term; however, all terms and conditions of this Contract, including all rights and obligations, shall survive until the work is completed, except the Agency's right to issue, and the A/E's right to accept, additional Project Orders.

The Agency may, at its sole discretion, renew the Contract for additional one-year Contract Term provided the option to renew was indicated in the RFP. If the Agency exercises its option to renew, the next Contract Term shall begin two years from the date of the execution of this Contract, the previous renewal period, or the date that the Agency notifies the A/E that the option to renew is being exercised, whichever occurs first.

#### **XI. PROJECT ORDERS:**

The first Project Order will be issued at the same time as the execution of the A/E Term Contract. It will authorize the A/E to perform the work for a lump sum amount or at the marked up hourly rates agreed to and set forth in the MOU attached to the A/E Term Contract.

It is understood that more than one Project Order may, at the Agency's sole discretion, be offered to the A/E during the Contract Term. Although the potential exists for multiple project orders during the Contract Term, the Agency does not represent or guarantee that the A/E will receive more than one Project Order.

#### **XII. CONFLICT OF INTEREST:**

Offerors that are awarded a contract under this RFP may not be eligible for certain Project Orders if they are working on a related contract. This determination will be made at the sole discretion of the Agency. All Offerors that are awarded a contract under this RFP must notify the Agency immediately of any conflicts that exist when they are asked to submit a proposal for a task order.

#### **XIII. TIME SCHEDULE:**

RFP Issued: May 6, 2024

Questions Due: May 20, 2024 at 1:00 p.m.

Proposals due: June 7, 2024 at 1 p.m.

Interviews with top two Offerors: Week of June 24, 2024\*

The item that are asterisked above are approximate dates and may be changed.

#### **XIV. eVA VENDOR REGISTRATION:**

The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

- (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order. For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes

#### **XV. SPECIAL TERMS AND CONDITIONS:**

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by Jaunt, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of the materials during this period.
2. **LATE PROPOSALS:** To be considered for selection, the proposal must be received in the issuing office by the designated date and hour. The official time used in the receipt of proposal is the time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The Agency is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intradepartmental Agency mail system. It is the sole responsibility of the Offeror to insure that its bid reaches the issuing office by the designated date and hour.

- 3. CANCELLATION OF CONTRACT:** The Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 4. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 5. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Va. Code Ann. § 2.2-4311.2(B), a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, or as otherwise required by law, is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.  
**For assistance in complying with the above requirement please read the following:**  
The link below takes you to the State Corporation Commission document which provides information for foreign firms pertaining to exclusions to the requirement to register with the State Corporation Commission. Note that a foreign firm is defined as *“organized or existing under the laws of a state or jurisdiction other than Virginia.”*  
<http://www.scc.virginia.gov/clk/befaq/forinva.aspx#a1>
- 6. INTELLECTUAL PROPERTY RIGHTS:** Jaunt shall have exclusive rights to all data and intellectual property generated in the course of the project, which includes all inventions subject to the U. S. Patent System. This shall be inclusive but not limited to, new processes, materials, compounds and chemicals, and all creations subject to the U. S. Copyright Act of 1976, as amended, including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases. Furthermore, Jaunt shall have all rights, title, and interest in or to any invention reduced to practice pursuant to a resulting contract. Proposals should recognize the requirements of public sector agencies and of public policy generally, including the Freedom of Information Act, State statutes and agency rules on release of public records, and data confidentiality.

All copyright material created pursuant to this contract shall be considered work made for hire and shall belong exclusively to Jaunt. Neither Jaunt nor the contractor intends that any copyright material created pursuant to the contract, together with any other copyright material with which it may be combined or used, be a “joint work” under the copyright laws. In the case that either whole or part of any such copyright material not be deemed work made

for hire, or is deemed a joint work, then contractor agrees to assign and does hereby irrevocably assign its copyright interest therein to Jaunt. Jaunt may reasonably request documents required for the purpose of acknowledging or implementing such assignment.

The contractor warrants that no individual, other than regular employees and subcontractors of the contractor or Jaunt regular employees, agents, or assigns while working within the scope of their employment or contracted duty, shall participate in the creation of any intellectual property pursuant to the contract. If this situation should arise, such individual and his or her employer, if any, must agree in writing to assign the intellectual property rights, as described herein, for work performed under this contract to Jaunt either directly or through the contractor.

Jaunt shall have all rights, title and interest in or to any invention reduced to practice pursuant to this contract. The contractor shall not patent any invention conceived in the course of performing this contract. The contractor hereby agrees that, notwithstanding anything else in this contract, in the event of any breach of this contract by Jaunt, the remedies of the contractor shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this contract by Jaunt shall have the effect of rescinding the provisions of this section.

Jaunt is only entitled to the intellectual property rights for deliverables and associated documentation produced by the contractor for which Jaunt has fully paid the contractor as the contract is completed or as the contract is terminated for any reason.

Copyright or pre-existing work of the contractor shall remain the property of the contractor. The contractor grants to Jaunt a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such pre-existing work in connection with exercising the rights of ownership granted to Jaunt pursuant to this section.

Notwithstanding anything herein to the contrary, Jaunt acknowledges that as part of the contractor's provision of services hereunder, the contractor may license third-party software or acquire proprietary works of authorship (collectively referred to as "products"), which have been developed by third parties. Jaunt must approve the third-party license agreements and the acquisition of these third-party products prior to their use by the contractor and Jaunt agrees that these products will remain the sole property of the third party.

7. Jaunt reserves the right to approve any personnel or subcontractors proposed for the work described in this RFP and/or any subsequent contract resulting from this RFP. Jaunt will provide written justification to the contractor when approval is not granted.
8. **PATENT RIGHTS:** If any invention, improvement or discovery of the Consultant or any of its Sub consultants is conceived or first actually reduced to practice in the course of or under this Project which invention, improvement or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the Consultant shall immediately notify Jaunt and provide a detailed report. The rights and responsibilities of the Consultant, his Sub

consultants and the Department with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies, and waivers thereof.

9. **KEY PERSONNEL:** People identified in terms of this RFP as "key personnel" who will work on the service contract, must continue to work on this contract for its duration so long as they continue to be employed by the Consultant unless removed from work on the Contract with the consent of the purchasing agency.

**Attachment A  
Project Background**

The following is a list of pending and anticipated assignments that may be needed under this contract. This is not intended to be an all-inclusive list.

Transit Facility Projects

Jaunt Parking Lot Master Plan – engineering services to include design plans, cost estimate and schedule for ADA improvements, security gates and fencing, drainage improvements, and security camera installation.

**Attachment B**  
**A/E Forms and Instructions**

**General Instructions**

The forms are available on the Virginia Department of General Services (DGS) website at <https://dgs.virginia.gov/search/documents-and-forms/?filter=DGS-30-004>. Do not attempt to fill in these forms online. Download the forms, save a copy, and then fill in the saved copy.

Read the Specific Instructions below to assist in completing the various AE Data forms.

Click on the sheet tabs below to go to the appropriate form.  
(If more than one copy of a specific type of form is needed, make a copy of the Excel file.)

Fill in the fields highlighted in yellow. Use the tab key to move easily from field to field. The mouse can be used to select the fields. (On large text fields, the mouse must be used rather than the tab key.)

Some fields contain selection lists. These fields are denoted with an arrow just to the right of the field. To select from the list of choices, click on the arrow, and then select the appropriate choice.

When complete, print the appropriate forms, assemble them in order, and submit them as described in the RFP.

Be factual and concise. Remember that the Selection Committee members will be reviewing numerous responses to an RFP before selecting firms for interviews. Deviation from the prescribed format is **not** encouraged as it makes it more difficult for the Selection Committee to review submittals. Form AE-6 allows other supplemental data which is not covered on Forms AE-1 through AE-5.

## **Specific Instructions**

### **Form AE-1 & 1A SYNOPSIS OF RESPONDING FIRM**

General:

Insert RFP number to which response is being made.

Insert name of the Offeror.

Insert name of the Project.

- 1) Show name, physical address, and mailing address of the Offeror.  
Provide telephone number and fax number of the Offeror.  
Provide SSN, if sole proprietor, or FEIN for firm.
- 2)(a,b) Provide information requested.
- 3) Provide name and address of the parent company or home office.  
Provide the telephone number and fax number.
- 4) Show type of ownership of the Offeror and disadvantage status. Provide the Offeror's license number from the Commonwealth of Virginia's Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers and Landscape Architects (APELSCIDLA). Refer to the Department of Professional and Occupational Regulation for additional information.



- 5) Show name of principal(s) to contact concerning this RFP response. Show position title and telephone number.
- 6) Show the name of consultant(s) or other office, and the nature of the consultant or other office's project responsibility/discipline. Answer with a yes or no if proposed consultant has worked with the Offeror.
- 7) Indicate the number of in-house technical person(s) in various disciplines and skills levels. (Attach Form AE-2 for each consultant or other office.)
- 8) Show the name of the professional liability insurance carrier and the policy limits of liability with deductible.
- 9) Describe proposed involvement of disadvantaged businesses.
- 10) List state agencies for whom the Offeror has worked in last five years.
- 11) List three to five recently designed projects that have similar scopes or features. Provide AE-5 -Representative Project Data Form for each.

General: Provide the Offeror's typed name, typed title, signature, and date.

**Form AE-2 CONSULTANT / OTHER OFFICE**

General:

Complete and AE-2 form for each consultant firm who will assist the responding (i.e., prime) firm on this project.

If other offices of the responding firm will be employed on this project, complete and AE-2 form for each such office.

Insert RFP number to which response is being made.

Insert name of the Offeror.

Insert name of Project.

- 1) Show subconsultant/other office firm name, physical address, and mailing address. Provide telephone number and fax number of the subconsultant/other office. Provide SSN or FEIN for the subconsultant/other office.
- 2)(a,b) Provide information requested.
- 3) Provide name and address of the parent company or home office of the subconsultant. Provide the telephone number and fax number.
- 4) Show type of ownership of firm and disadvantaged status. Provide subconsultant's APELSCIDLA license number.
- 5) Show name, title, and phone number of principal(s) who will be in charge of the subconsultant's work on this Project.
- 6) Indicate number of in-house technical personnel by discipline and skill level in the

subconsultant's or other office.

- 7) Describe functions or services to be provided by this subconsultant or other office.
- 8) Indicate how many projects this subconsultant has provided services to the Offeror.
- 9) Show the subconsultant's professional liability limits of insurance with deductible.

General: Provide the Offeror's typed name, typed title, signature, and date.

### **Form AE-3 PROJECT STAFFING ORGANIZATION**

General:

Insert RFP number to which response is being made.

Insert name of the Offeror.

Insert name of Project.

- 1) List the project manager and primary responsible charge designer for each discipline or specialty. Complete a separate Form AE-4 for each person listed.
- 2) Will those listed be available to work on this Project? Does the Offeror have sufficient staff to commit to work on the Project on schedule considering the other work the Offeror and subconsultants may have? Explain.  
  
How does the Offeror propose to assign responsibilities and coordinate the various disciplines?
- 3) How does the Offeror propose to assign responsibilities and coordinate the various disciplines?
- 4) Explain how the Offeror proposes to assure that the documents clearly and fully describe the work to be done and how the work shown by various disciplines will be coordinated.

General: Provide the Offeror's typed name, typed title, signature, and date.

### **Form AE-4 PERSONNEL QUALIFICATIONS**

Use a separate AE-4 for **each key person** for this Project.

General:

Insert RFP number to which response is being made.

Insert name of the Offeror.

Insert name of Project.

- 1) Name, title, and usual job assignment of key person for this Project.
- 2) This person's job assignment for this Project.
- 3) This person's employer.
- 4) This person's years of experience total and with current employer.

- 5) List college/university attended, degree earned, year completed, and curriculum or area of specialization.
- 6) Provide information on initial professional registration. Provide Virginia six digit registration/license number as it appears on the APELSA certificate.
- 7) Indicate if individual has attended a CPSM training seminar, and if so, enter the date of the last CPSM seminar attended.
- 8) Tell what experience or qualifications this person has which makes her or him especially valuable for this particular Project.

General: Provide Offeror's typed name, typed title, signature, and date.

### **Form AE-5 REPRESENTATIVE PROJECT DATA**

General:

Insert RFP number to which response is being made.

Insert the name of the Offeror.

Insert name of Project.

Using copies of Form AE-5, provide information on no more than five representative projects which best demonstrate the proposed team's experience and qualifications for this type of project. List projects which have features, functions, types of construction, systems, type of use, or type of occupancy similar to those envisioned for this Project.

- 1) Provide representative project name, type of project, and the project location.
- 2) Provide information concerning the owner or agency for possible reference check.
- 3) Provide information concerning the contractor who built the project (**if applicable**).
- 4) For each discipline shown, list the names of the firms which were responsible for the design in that discipline. Also list the key personnel, still with the firm, for each discipline. Include the most significant special consultant, if any.
- 5) List the applicable codes which applied to this project.
- 6) Briefly describe the project and its features. What is special about this project that would be of interest to the Selection Committee for the proposed Project?
- 7) N/A
- 8) Describe any Small Business, Minority Business, and Women Business participation. Include name of firm(s), their project function, and percent of fee.

General: Provide the Offeror's typed name, typed title, signature, and date.

### **Form AE-6 SUPPLEMENTAL INFORMATION**

General:

Insert RFP number to which response is being made.

Insert name of the Offeror.

Insert name of Project.

Provide additional relevant information in brief outline or bullet format.

Questions to consider addressing are as follows:

Why should the Offeror be selected for an interview?

What expertise can the Offeror bring to this Project to ensure its timely and cost effective completion?

Provide the Offeror's typed name, typed title, signature, and date.

<b>DGS-30-004</b> (Rev. 03/19)	<b>ARCHITECTURAL / ENGINEERING FIRM DATA</b> SYNOPSIS OF RESPONDING FIRM	RFP # _____																																																																																				
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3) NAME AND ADDRESS OF PARENT COMPANY / HOME OFFICE: _____ _____ _____ _____ TELEPHONE: _____ FAX: _____		4) SPECIFIC TYPE OF OWNERSHIP: <i>Check all that apply:</i> <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Sole Proprietorship</td> <td><input type="checkbox"/> Micro Business</td> </tr> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Small Business</td> </tr> <tr> <td><input type="checkbox"/> Limited Liability Co.</td> <td><input type="checkbox"/> Woman Ow ned Bus.</td> </tr> <tr> <td><input type="checkbox"/> Professional Corp.</td> <td><input type="checkbox"/> Minority Ow ned Bus.</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Svc. Disabled Veteran</td> </tr> </table> Firm's APELSCIDLA License # _____ Firm's DSBSD Certification #: _____	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Micro Business	<input type="checkbox"/> Partnership	<input type="checkbox"/> Small Business	<input type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Woman Ow ned Bus.	<input type="checkbox"/> Professional Corp.	<input type="checkbox"/> Minority Ow ned Bus.		<input type="checkbox"/> Svc. Disabled Veteran																																																																										
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DGS-30-004 (Rev. 03/19)	<b>ARCHITECTURAL / ENGINEERING FIRM DATA</b> SYNOPSIS OF RESPONDING FIRM (continued)	RFP #  0
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Submitted By (Firm Name): 0

8) LIST PROFESSIONAL LIABILITY INSURANCE CARRIER, LIMITS OF LIABILITY, AND DEDUCTIBLE:

9) DESCRIBE PROPOSED PARTICIPATION OF MICRO BUSINESSES AND SMALL BUSINESSES: (Function and % of fee involved)  
 The proposed total small business participation is \_\_\_\_\_ %.

10) LIST STATE AGENCIES FOR WHICH THE FIRM HAS HAD A PRIME CONTRACT: (within the last ten years)

<u>AGENCY</u>	<u>PROJECT</u>

11) LIST NOT MORE THAN FIVE PROJECTS DESIGNED WITHIN THE LAST TEN YEARS WHICH HAVE SIMILAR SCOPES OR FEATURES TO THIS PROJECT. ATTACH A REPRESENTATIVE PROJECT FORM AE-5 FOR EACH.

<u>PROJECT</u>	<u>DATE OF AWARD</u>	<u>LOCATION</u>

The foregoing is a statement of fact.

Typed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

<b>DGS-30-004</b> (Rev. 03/19)	<b>ARCHITECTURAL / ENGINEERING FIRM DATA</b> CONSULTANT / OTHER OFFICE	RFP # _____												
Submitted By (Firm Name): _____														
Submittal For (Project Title): _____		PC # : _____												
<b>1) FIRM NAME AND ADDRESS: (office where work will be done)</b>														
_____ _____ _____														
<b>2) YEARS IN BUSINESS</b>														
a) Years under present name..... _____														
b) List other names and years: _____ _____														
TELEPHONE: _____ FAX: _____														
FEIN / SSN: _____														
State Corporation Commission ID Number / Partnership Name: _____														
<b>3) NAME AND ADDRESS OF PARENT COMPANY / HOME OFFICE:</b>		<b>4) SPECIFIC TYPE OF OWNERSHIP:</b> <i>Check all that apply:</i>												
_____ _____ _____		<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Micro Business <input type="checkbox"/> Partnership <input type="checkbox"/> Small Business <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Woman Owned Bus. <input type="checkbox"/> Professional Corp. <input type="checkbox"/> Minority Owned Bus. <input type="checkbox"/> _____ <input type="checkbox"/> Svc. Disabled Veteran												
TELEPHONE: _____ FAX: _____		Firm's APELSCIDLA License # _____ Firm's DSBSD Certificate #: _____												
<b>5) NAMES OF NOT MORE THAN TWO PRINCIPALS TO CONTACT: (Title and Phone Number)</b>														
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_____	_____	_____	_____											
_____	_____	_____	_____											
<b>6) NUMBER OF PERSONNEL IN FIRM:</b>														
	OFFICE WHERE WORK WILL BE DONE		ENTIRE FIRM											
	Licensed	Unlicensed	Licensed	Unlicensed										
Project Managers	_____	_____	_____	_____										
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	_____	_____	_____	_____										
	_____	_____	_____	_____										
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>										
<b>7) FUNCTIONS OR SERVICES TO BE PROVIDED:</b>														
_____ _____ _____														
<b>8) ON HOW MANY PROJECTS HAS THE CONSULTANT WORKED WITH THE PROPOSER IN THE LAST TEN YEARS?</b>			_____											
<b>9) LIMITS OF PROFESSIONAL LIABILITY INSURANCE AND DEDUCTIBLE:</b>			_____ _____											
The foregoing is a statement of fact.														
Typed Name: _____		Signature _____												
Title: _____		Date: _____												

<b>DGS-30-004</b> (Rev. 03/19)	<b>ARCHITECTURAL / ENGINEERING FIRM DATA</b> PROJECT STAFFING ORGANIZATION	RFP # <input style="width: 100%; height: 20px;" type="text"/>
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Submitted By (Firm Name):

Submittal For (Project Title):  PC #:

1) KEY PERSONNEL DESIGNATED FOR THIS PROJECT: (Include Form AE-4 for Each)

<u>Function</u>	<u>Name</u>	<u>Title</u>	<u>Firm / Office</u>
Project Manager	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
Architect	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
Structural Engineer	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
Mechanical Engineer	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
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Civil Engineer	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
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2) DESCRIBE AVAILABILITY OF STAFF AND CONSULTANTS TO WORK ON THIS PROJECT:

3) DESCRIBE PROJECT METHODOLOGY, I.E., HOW WILL THE WORK FUNCTIONS, RESPONSIBILITIES AND COORDINATION BE PERFORMED?

4) DESCRIBE THE METHOD OF QUALITY ASSURANCE YOU WILL USE FOR THE DOCUMENTS FOR THIS PROJECT.

The foregoing is a statement of fact.

Typed Name:  Signature:

Title:  Date:



DGS-30-004 (Rev. 03/19)	<b>ARCHITECTURAL / ENGINEERING FIRM DATA</b> PERSONNEL QUALIFICATIONS	RFP # _____
Submitted By (Firm Name): _____		
Submittal For (Project Title): _____		PC # : _____
BRIEF RESUME OF KEY INDIVIDUAL PROPOSED FOR THIS PROJECT. PROVIDE ONE FORM FOR EACH PERSON.		
1) NAME: _____ TITLE: _____ OFFICE: _____ TYPICAL DUTY OR ASSIGNMENT: _____		
2) ASSIGNMENT FOR THIS PROJECT: _____ _____ _____		
% OF TYPICAL 40 HOUR WORKWEEK THIS PERSON WOULD SPEND ON THIS PROJECT: _____ PERCENT		
3) EMPLOYEE OF: _____		
4) YEARS OF EXPERIENCE: _____ YEARS TOTAL EXPERIENCE      _____ YEARS WITH THIS FIRM		
5) EDUCATION: COLLEGE / DEGREE(S) / YEAR / SPECIALIZATION: _____		
6) ACTIVE REGISTRATION: Year first registered / State / Discipline or Type _____ COMMONWEALTH OF VIRGINIA 6-DIGIT REGISTRATION / CERTIFICATE / LICENSE NUMBER ARCHITECT # _____ or ENGINEER # _____		
7) CONSTRUCTION AND PROFESSIONAL SERVICES MANUAL (CPSM) TRAINING Has this person attended a CPSM Training Seminar? <input type="checkbox"/> If "Yes", list date of last attendance: _____		
8) EXPERIENCE AND / OR QUALIFICATIONS RELEVANT TO THIS PROJECT: ( List up to six (6) relevant projects and indicate individual's role and responsibility for each. )		
<u>Project</u>	<u>Role / Responsibility</u>	<u>Project Completion Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
The foregoing is a statement of fact.		
Typed Name: _____	Signature: _____	
Title: _____	Date: _____	

<b>DGS-30-004</b> (Rev. 03/19)	<b>ARCHITECTURAL / ENGINEERING FIRM DATA</b> REPRESENTATIVE PROJECT DATA	RFP # _____									
Submitted By (Firm Name): _____											
Submittal For (Project Title): _____		PC # : _____									
1) PROJECT NAME: _____											
PROJECT TYPE: _____		LOCATION: _____									
2) OWNER: _____											
Project Administrator: _____		Title: _____									
Address: _____		Email Address: _____									
		Phone Number: _____									
		FAX Number: _____									
3) PRIME CONTRACTOR: _____											
Project Manager: _____		Phone Number: _____									
Superintendent: _____		FAX Number: _____									
4) NAMES OF KEY DESIGNERS/PROJECT MANAGERS STILL WITH THE FIRM AND THEIR SPECIFIC PROJECT RESPONSIBILITIES:											
<u>Discipline</u>	<u>Firm / Employer</u>	<u>Individual</u>	<u>Assignment on Project</u>								
Prime A/E	_____	_____	_____								
Architectural	_____	_____	_____								
Structural	_____	_____	_____								
Mechanical	_____	_____	_____								
Electrical	_____	_____	_____								
Civil	_____	_____	_____								
_____	_____	_____	_____								
5) NAMES OF APPLICABLE CODES: (Place "X" in all codes that applied to this project)											
<input type="checkbox"/> VUSBC <input type="checkbox"/> IBC <input type="checkbox"/> LIFE SAFETY <input type="checkbox"/> ASAD <input type="checkbox"/> ADAAG                    Other (describe): _____											
6) DESCRIPTION OF RELEVANT PROJECT FEATURES:											
_____											
7) CONSTRUCTION DATA:											
Type: _____		<u>Duration (months)</u>									
Gross Area: _____ sf	<u>PROJECT SCHEDULE:</u>	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="text-align: center;"><u>Sched</u></td> <td style="text-align: center;"><u>Actual</u></td> </tr> <tr> <td style="text-align: center;">Design</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">Construction</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>		<u>Sched</u>	<u>Actual</u>	Design	_____	_____	Construction	_____	_____
	<u>Sched</u>	<u>Actual</u>									
Design	_____	_____									
Construction	_____	_____									
Number of Floor Levels: _____											
Owner's Budget: _____	Number of Change Orders: _____										
A/E Estimate: _____	Cost of Change Orders: _____										
Low Bid: _____	Substantial Completion Date: _____										
8) DESCRIBE ANY MICRO BUSINESS OR SMALL BUSINESS PARTICIPATION ON THE DESIGN PHASE (Firm, Function, % of Fee):											
Proposed Participation: _____ %                    Final (Actual) Participation: _____ %											
_____											
The foregoing is statement of fact.											
Typed Name: _____	Signature: _____										
Title: _____	Date: _____										

DGS-30-004 (Rev. 03/19)	<b>ARCHITECTURAL / ENGINEERING FIRM DATA</b> SUPPLEMENTAL INFORMATION	RFP #
----------------------------	--	-------

Submitted By (Firm Name): \_\_\_\_\_

Submittal For (Project Title): \_\_\_\_\_ PC #: \_\_\_\_\_

The foregoing is a statement of fact.

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

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Attachment C**  
**Small Businesses and Businesses Owned by Women and Minorities Data Form**

**Form DGS-30-360**  
**Instructions**

Form DGS-30-360 is a format for use in reporting participation in State procurement transactions by small businesses and businesses owned by women and minorities.

**Note:** An electronic version of this form is available for download on The Virginia DGS website at <https://dgs.virginia.gov/search/documents-and-forms/?filter=DGS-30-360>

"Part I" on page 28: View definitions and other general information before completing the remaining parts of this form.

"Part II" on page 31: Enter data on the firm submitting the proposal.

"Part III" on page 32: Enter data on past utilization of disadvantaged businesses by the Offeror. Submission of Past Utilization Reports for multiple projects is encouraged. Submit separate "Part III" forms for each past project.

"Part IV" on page 33: Enter data on disadvantaged businesses proposed for utilization on this project.

When complete, print out the "Definitions" sheet and "Parts I, II, and III" and submit all sheets as part of the proposal.

**PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS**  
**BY**  
**MICRO BUSINESSES, SMALL BUSINESSES,**  
**AND**  
**BUSINESSES OWNED BY WOMEN, MINORITIES AND SERVICE-DISABLED**  
**VETERANS**

The Proposer is required to provide information concerning utilization of micro businesses, small businesses, women-owned businesses, minority-owned businesses and service-disabled veteran-owned businesses proposed for this project as well as on past projects. Failure to complete and return this form with the response to the RFP will result in the proposing firm being considered “non-responsive”.

**PART I – DEFINITIONS**

The definitions below are applicable to vendors doing business with the Commonwealth of Virginia. Federal definitions shall govern with respect to meeting federally funded highway construction and other federally financed programs.

**DSBSD:** Virginia Department of Small Business and Supplier Diversity

**Micro Business:** A small business certified as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD). For purposes of DSBSD micro certification, the business must have no more than 25 employees and has no more than \$3 million in average annual revenue over the three-year period prior to certification.

**Minority-Owned Business:** A business certified as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD). For purposes of DSBSD certification, the Code of Virginia defines “minority” as an individual who is a citizen of the United States or a legal resident alien and who is African American, Hispanic American, Asian American or Native American.

**Service Disabled Veteran-Owned Business:** A business owned by a veteran who (I) served on active duty in the United States military ground, naval or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

**Small Business:** A business certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) as compliant with Code of Virginia, §§ 2.2-1604 and 2.2-4310. The Code of Virginia defines a “small business” as one that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees or average gross receipts of \$10 million or less averaged over the previous three years.

**Women-Owned Business:** A business certified as such by the Virginia Department of Small

Business and Supplier Diversity (DSBSD). The Code of Virginia defines this to include businesses which are at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens.

**PART II**  
**DATA ON FIRM SUBMITTING PROPOSAL**

**OFFEROR / PROPOSER:**

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

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

DPOR Registration # : \_\_\_\_\_

**PROPOSAL FOR:**

Agency: \_\_\_\_\_

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

Project Code No.: \_\_\_\_\_

**PARTICIPATION STATUS:**

As defined by Part I:

**VA Department of  
Small Business and  
Supplier Diversity  
(DSBSD) Certificate #**

Is the Proposer a Micro Business?	<input type="checkbox"/>	_____
Is the Proposer a Small Business?	<input type="checkbox"/>	_____
Is the Proposer a Woman-Owned Business?	<input type="checkbox"/>	_____
Is the Proposer a Minority-Owned Business?	<input type="checkbox"/>	_____
Is the Proposer a Service-Disabled Veteran-Owned Small Business?	<input type="checkbox"/>	_____

**REMARKS / COMMENTS:**

**PART III  
LISTING OF SMALL/DIVERSE BUSINESSES PROPOSED FOR THIS PROJECT  
(Complete additional pages if needed.)**

OFFEROR / PROPOSER:

Firm Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

Date Form Completed: \_\_\_\_\_

PROPOSAL FOR PROJECT:

Agency: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Project Code No.: \_\_\_\_\_

List Offeror's plans to involve micro businesses, small businesses, businesses owned by women, businesses owned by minorities, and businesses owned by service-disabled veterans in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors, as consultants, or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format.

Firm Name	Firm Address	Contact Person/ Phone Number	DPOR Registration # (if applicable)	DSBSD Certificate #	Services or Materials Provided	Estimated Contract Amount ...	... or % of Total Contract	Firm Type					
								Micro Business	Small Business	Woman-Owned Business	Minority-Owned Business	Service Disabled Veteran-Owned Bus.	



**PART IV  
LISTING OF PAST UTILIZATION OF SMALL/DIVERSE BUSINESSES BY PROPOSER  
(Complete additional pages if needed)**

**OFFEROR / PROPOSER:**

Firm Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

Date Form Completed: \_\_\_\_\_  
 Is this the final report? \_\_\_\_\_

**SMALL BUSINESS UTILIZATION REPORT FOR PAST PROJECT:**

Agency: \_\_\_\_\_ Proposed small business participation: \_\_\_\_\_ %  
 Project: \_\_\_\_\_ Actual small business participation: \_\_\_\_\_ %  
 Project Code No.: \_\_\_\_\_ (Include ONLY small and micro business participation)

List micro businesses, small businesses, businesses owned by women, businesses owned by minorities, and businesses owned by service-disabled veterans with which the offeror has contracted or done business with on the project noted above. Also list the dollar amount spent with each of these businesses. Offerors are encouraged to provide additional information and expand upon the following format.

Firm Name	Firm Address	Contact Person/ Phone Number	DPOR Registration # (if applicable)	DSBSD Certificate #	Services or Materials Provided	Contract Amount	%Of Total Contract	Firm Type						
								Micro Business	Small Business	Woman-Owned Business	Minority-Owned Business	Service Disabled Veteran-Owned Bus.		

## State Corporation Commission Form

STATE CORPORATION COMMISSION FORM: Required of all bidders pursuant to Title 13.1 or Title 50 (See Appendix B, Section II, 64.). Include SCC Form, Annex 6-J, in Invitation for Bids.

### Virginia State Corporation Commission (SCC) registration information. The bidder:

is a corporation or other business entity with the following SCC identification number:

**-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

## Attachment E

### Federal Transit Administration Clauses

Jaunt receives funding from grants through the Federal Transit Administration (FTA) administered by the Virginia Department of Rail and Public Transportation. Since FTA funding will be used for this procurement, the successful Offeror will comply with the federal statutes and regulations as included in the Federal Transit Administration Master Agreement (27) (October 1, 2020) and FTA Circular 4220.1F, dated November 1, 2008. The following pages contain some of the language for each clause, but vendors are expected to reference each clause as found on the FTA website.

#### ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

#### AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

#### CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

#### CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

**1 Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

**2 Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing

Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3 Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45

C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

**4 Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

## Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into aspart thereof.

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

**2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

**3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

**4. Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**5. Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

### Clean Air Act

(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.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### Federal Water Pollution Control Act

(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.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

## **DEBARMENT AND SUSPENSION**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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 AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

## **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 (42 U.S.C. § 6201).

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **FLY AMERICA**

- a) Definitions. As used in this clause—
  - 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
  - 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
  - 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

### Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Recipient 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

## **PATENT RIGHTS AND RIGHTS IN DATA**

### Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
- b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy

of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;

2. Extend or renew a contract to procure or obtain; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232, section 889 for additional information.

d. See also § 200.471.



## **PROMPT PAYMENT**

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

The contractor must promptly notify the Agency, 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 Agency.

## **RESTRICTIONS ON LOBBYING**

### **Conditions on use of funds.**

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence 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 any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence 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 that loan insurance or guarantee.

### **Certification and disclosure.**

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

### **Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.**

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

**Shall file a certification, and a disclosure form, if required, to the next tier above.**

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

## **SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

## **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 (DOT) Seismic Safety Regulations 49 C.F.R. 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.

## **SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.

The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

## **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

## **TERMINATION**

#### Termination for Convenience (General Provision)

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

#### Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

#### Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

#### Waiver of Remedies for any Breach

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

#### Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

#### Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

#### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods.

Failure to agree on an amount will be resolved under the Dispute clause.

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 Agency.

#### Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

#### Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract

obligations. The Agency 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 Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's 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 Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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 Agency

#### Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

## **VIOLATION AND BREACH OF CONTRACT**

### **Disputes:**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. 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 agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

### **Performance during Dispute:**

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

### **Claims for Damages:**

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

### **Remedies:**

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and 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 Agency is located.

### **Rights and Remedies:**

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 Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

## **FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

## **SEVERABILITY**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

## **TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

## **Attachment F Federal Certifications**

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

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I, \_\_\_\_\_ hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

- 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 any agency, a Member of Congress, and 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 will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
  
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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. 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.,

Name of Bidder/Company Name: \_\_\_\_\_

Type or print name: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Attachment G**  
**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

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Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

**Instructions for Certification:** Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. 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,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is 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 listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.,

**Certification**

Contractor: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_