

REQUEST FOR PROPOSALS

Property and Right-of-Way Acquisition Services

PROJECT 2022-05



Scott Borg
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Harbor Transit
440 N. Ferry Street
Grand Haven, MI 49417
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(616) 842-3220 ext. 5

Issue RFP	05.23.2022
Non-Mandatory Pre-Proposal Meeting	05.27.2022
Questions/Clarifications	06.01.2022
Response to Questions	06.03.2022
Proposals Due	06.13.2022
Interviews (if necessary)	06.17.2022
Contract Award Not Later Than	06.30.2022

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NOTICE
REQUEST FOR PROPOSAL
FOR RIGHT OF WAY AND LAND ACQUISITION SERVICES

Sealed proposals for provision of **Right of Way and Land Acquisition Services** will be received in the offices of the Harbor Transit (HT), 440 N. Ferry Street, Grand Haven, MI 49417, until Monday, June 13th, 2022 at 2:00 p.m., local time. Project specifications are available from the HT Purchasing Manager. **A non-mandatory pre-proposal meeting is scheduled for May 27, 2022 at 2pm**

Zoom:

<https://us06web.zoom.us/j/84277161292?pwd=bW9ReTJxOVITZTRIK2dubnZVcHRGdz09>

Meeting ID: 842 7716 1292

Passcode: 209979

One tap mobile

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+13017158592,,84277161292#,,,,*209979# US (Washington DC)

Proposals shall be subject to all applicable State and Federal laws and subject to financial assistance contracts between the HT Board and the United States Department of Transportation, under the Federal Transit Act of 1964, as amended, and the Michigan Department of Transportation. The successful contractor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations. All proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

The HT Board hereby notifies all proposers that it will affirmatively insure, in regard to any contract entered into pursuant to this advertisement, that Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this Request For Proposal and will be not discriminated against on the grounds of race, color, religion, sex, handicap, or national origin in consideration for an award.

The HT Board reserves the right to postpone, accept or reject any and all proposals, in whole or in part, on such basis as the HT Board deems to be in its interest to do so, subject to the rules and regulations set forth by the Federal Transit Administration and the Michigan Department of Transportation.

No proposal may be withdrawn for at least ninety (90) days after the scheduled closing time of the proposals. An original and three (3) copies of the proposal along with one electronic copy should be submitted to the Transportation Director.

Scott Borg
Harbor Transit
procurement@harbortransit.org

Transportation Director
440 N. Ferry Street
Grand Haven, MI 49417

1.0: INVITATION FOR PROPOSALS

1.1 Invitation

Qualified firms are invited to submit a proposal package as described in Section 3 of the RFP for the provision of Property and Right-of-Way Acquisition services for the Harbor Transit's (HT) proposed new garage and administrative facility.

1.2 Introduction

HARBOR TRANSIT (HT) is seeking the submission of proposals from firms interested in providing Property and Right-of-Way Acquisition services for the construction of Harbor Transit's (HT) proposed new maintenance and administrative facility. The new administration/maintenance facility will allow for an expanded fleet and more maintenance capabilities

The proposals shall cover services for a two (2) year period beginning on or about May 23, 2022.

The specific scope of services required are listed in Section 2 below.

1.2.1 BACKGROUND INFORMATION

Harbor Transit (HT) is the transit authority that provides a variety of public transportation services for the Grand Haven metro area and beyond. It is organized and operates under Michigan Public Act 196 of 1967.

The activities of Harbor Transit are overseen by an 11-member board of directors that represent the five municipalities in the service area.

The proposed garage and administrative facility project will accommodate transportation needs associated with population and employment growth in Northwest Ottawa County and its immediate service area.

1.2.2 MAINTENANCE AND ADMINISTRATIVE FACILITY DESCRIPTION

HARBOR TRANSIT (HT) is seeking the submission of proposals from firms interested in providing Property and Right-of-Way Acquisition services for the construction of Harbor Transit's (HT) proposed new maintenance and administrative facility. The new administration/maintenance facility will allow for an expanded fleet and more maintenance capabilities.

1.3 Plan of Activities

Pre-Proposal Conference: An Electronic Zoom Meeting will be held at 2:00 p.m. **local time on May 27, 2022** to further clarify the scope of the proposed project. HT staff will be present to give a project overview and answer any questions related to the project.

“Attendance at this meeting is not a prerequisite but is highly advised.”

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1.4 Budget and Funding

The Maintenance and Administrative Facility has an estimated budget of approximately \$9,000,000, of which the construction portion of the budget is roughly \$7,900,000. The earliest start of construction will be fall of 2022. The above project total does include A&E and CMAR fees as well as Material Testing Services, Land Acquisition Services and a construction contingency. Construction of this project is subject to receipt of funding from the Federal Transit Administration (FTA) as well as economic stimulus funds.

1.5 RFP Schedule

Issue RFP	05.23.2022
Non-Mandatory Pre-Proposal Meeting	05.27.2022
Questions/Clarifications	05.27.2022
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2.0 SCOPE OF WORK

As part of the larger Maintenance and Administrative Facility Project, a significant amount of right of way title search, title commitments, appraisals and other land acquisition services will be needed. The specific types of work required are outlined below.

2.1 Required Right-of-Way and Land Acquisition Services

The scope of work for the land acquisition services will include, but not limited to:

- Conducting Public Meetings
- Obtain title commitments or title reports
- Right-of-Way estimates
- Conduct title searches
- Preliminary interviews of property owners
- Market studies where applicable
- Appraisal problem analysis (optional)
- Appraisals (optional)
- Appraisal reviews (optional)
- Negotiations and/or Acquisitions
- Preparation of legal documents for the conveyance of real property or easements
- Conduct closings

The services requested for land acquisition services will be provided in three phases, generally described below:

- (1) **Preconstruction Services.** Provide consultation and work with HT and its Design and Engineering Team during the planning and design of the Project(s) including, but not limited to, review of project plans and work with the design team to ascertain necessary land acquisitions.
- (2) **Construction Services.** Provide necessary consulting during construction to ensure proper and necessary land acquisitions and to meet with affected property owners.
- (3) **Post-Construction Services.** Provide necessary consulting during post-construction to ensure proper and necessary land acquisitions and to meet with affected property owners.

3.0: CONTENT OF PROPOSAL

3.1 Cover Letter

The proposal must include a cover letter that identifies the proposing firm/organization, mailing address, contact person, and telephone number. The cover letter must acknowledge the receipt of all addenda issued to the Request for Proposal (RFP), and be signed by the individual who is authorized to negotiate and execute a contract on behalf of the proposing firm/organization.

3.2 Qualifications of Respondents

The evaluation of the proposals and subsequent contract award shall be based on considerations of the firm's ability to perform the services described herein. As a method of selection and award, major consideration shall be given (but not limited) to:

1. . Statement of Qualifications and Experience
 - Identify the qualifications and resumes of all individuals who will be associated with this service. Include professional registrations and affiliations.
 - Summarize specific experience and qualifications for similar projects. Describe the services you performed such as studies, reports, etc. List at least three (3) references with telephone numbers, listing of proposed project personnel, including personal experiences and resumes for prime and sub-consultants. Include description of the professional capability, project experience, education, training and present office location. Provide specific examples of appropriate experience that qualify engineer/appraiser in the State of Michigan.
 - Provide list of specific examples of appropriate experience, including the size and scope of work completed and any relevant past or ongoing work. Include the names, addresses and telephone numbers of your past and current clients who have contracted with your firm for similar services during the last five (5) years.
2. . Analysis of Effort/Methodology
 - Describe the approach for how the work will be performed. The proposal shall indicate any specific techniques or methodology to be utilized.
 - The proposal shall include project timeline with specific tasks envisioned for the project.
 - Indicate what participation, data and products will be requested from the Township.
3. . Fee Schedule
 - The completed Hourly Rate form shall be included (Exhibit A). Develop costs and fees for the services based on hourly rates. Provide clear breakdown of these costs by phase including staff by item and by hour. List all professional service expenses anticipated including insurance, printing, communications and travel. Costs and fees are to be submitted in separate sealed envelope. Such hourly rates should be fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including but

not limited to office rental, utilities, insurance, equipment, normal supplies and materials, in-house reproduction services and local travel costs.

- Submit itemized hourly fee schedule for additional services beyond the Scope of Work

3.3 Proposal Format

1. Property Acquisition Consultant must submit on 8 ½" x 11" softbound sheets with a maximum of 25 pages.
2. Set forth the approach to fulfilling all the requirements listed herein.
3. Provide other materials documenting the Property Acquisition Consultants experience, requested references and samples.
4. Proposal contents are to follow the outline from under "Criteria for evaluation."
5. A Cost Proposal Form. The cost proposal should be filled out with the following items to be included:
 - Fixed Fee (expressed in a dollar amount and a percentage). This amount shall be divided into overhead and profit.
 - Staff allowances (by category – Project Director, Project Mgr., Project Superintendent, etc. showing total hours and total dollars).
 - General Conditions (list categories and costs).
- A) Provide an overhead rate on direct labor,
 - 1) Provide an audited copy of overhead rates for the most recent fiscal year.
6. Submit one original and six copies and one electronic copy.

3.4 DBE Information

Information on any Disadvantaged Business Enterprise (DBE) participation shall be submitted. HT has established a DBE Participation Policy Statement and although no DBE participation goal is being mandated for the CMAR services based on local availability, DBE participation is encouraged wherever it is appropriate, cost effective and meets the goals of the prime contractor. Specific information regarding the policy and goals is provided in Section 6: Instructions to Proposers, 6.27. If DBE services are utilized, that information shall include, at a minimum:

- A description of any DBE firm(s) and the work it (they) will perform.
- Evidence of the firm's DBE certification.
- Estimated value of services to be performed and/or materials to be provided by DBE firm(s) under the proposal.

3.5 Firm Certification

The following items shall be completed and submitted as part of the proposal. Compliance with these requirements is mandatory for contract award.

- DBE Participation Form
- Certification of Lower-Tier Participants (Subcontractors) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- Certification of Primary Contractor Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification of Restrictions on Lobbying

4.0: EVALUATION OF PROPOSALS

4.1 Interview and Selection Process

A Selection Committee will review each proposal and select the most qualified ones for further consideration. The initial selection criteria will include, but not be limited to, such factors as number and level of experience of staff assigned to this project, methodology of managing the project, references of projects of similar size and complexity.

Those firms selected may be required to give an oral presentation to the Selection Committee. If required, the purpose of the presentation will be to clarify the proposals and ensure a mutual understanding of the project. All key members of the project team will be required to attend. Upon notification the selected firms will submit a fixed fee proposal to the Selection Committee.

Any materials or documents produced as a result of this agreement become the exclusive property of The Harbor Transit. The HT retains the rights to use or duplicate the information for the project. Information submitted is subject to the Michigan Freedom of Information Act, and may not be held in confidence after the proposals are opened.

4.2 Criteria for Evaluation

The proposals will be evaluated with regard to the following factors. They are presented in their relative order of importance by section. No points will be awarded for the certifications but failure to sign and return the certifications will lead to disqualification.

Selection Criteria

1. Responsiveness to RFP. Does the proposal meet all the requirements in this RFP?
2. Competency and experience of consultant staff assigned to manage and to perform the right-of-way acquisition and appraisal services identified herein.
3. Price Proposal.
4. Ability to meet the review timeline/schedule identified herein.
5. Completeness of the proposal.
6. Demonstration of recent experience with similar municipalities.
7. Firm Certifications (Must all be completed)

DBE PARTICIPATION FORM
CERTIFICATION OF RESTRICTION ON LOBBYING
CERTIFICATION OF LOWER TIER PARTICIPATION
CERTIFICATION OF DEBARMENT (PRIMARY CONTRACTOR)

- A) If any work is to be subcontracted to another firm(s), the proposal must include the above firm and staff qualification information for each subcontractor, a description of the services the firm(s) will be performing and estimated fees for their services.

5.0: PROPOSAL SUBMISSIONS

HT will receive sealed proposals until Monday, June 13th 2022 at 2:00, local time. Proposals shall be submitted to:

Scott Borg, Transportation Director
HARBOR TRANSIT
440 N. Ferry Street
Grand Haven, MI 49417

One (1) original and three (3) copies of the proposal are to be submitted. In addition, an electronic copy of the proposal (CD, Thumb Drive) shall also be submitted. Proposers should complete the enclosed "Sealed Proposal" label and attach it to the outside of the envelope containing the financial proposal. Attachment C contains a mailing label for the project. HT assumes no responsibility for the premature opening of sealed proposals that do not have this label attached. **Proposals must be accompanied by a signed statement acknowledging the receipt of any addenda issued to this RFP.**

If the proposal is submitted by mail, it shall be mailed a minimum of three (3) days prior to the submittal date. The proposal envelope shall be postmarked by the U.S. Postal Service or other mail service. Postage meter dates are not acceptable. Proposals mailed less than three (3) days prior to the submittal date and received after the submittal deadline will not be accepted.

It is anticipated that recommendations on contract awards will be made after Board approval in July 2022. Board action authorizing contracts will be requested at that time, with the execution of agreements as soon as possible thereafter. HT reserves the right to modify the schedule described below, or to withdraw this RFP, at any time without prior notice. HT also makes no representations that any agreement will be awarded to any proposer responding to this RFP. HT expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal and to be the sole judge of the suitability of the services to be rendered.

All issues related to the submission of the proposal, price proposal, completion of forms, evaluation procedures, contracts, etc., shall be directed to:

Scott Borg, Transportation Director
HARBOR TRANSIT
440 N. Ferry Street
Grand Haven, MI 49417

6.0: INSTRUCTIONS TO PROPOSERS
Equipment and Services -- RFP

1) FUNDING

This Project will be funded with the assistance of capital improvement grants from the Federal Government under the Federal Transit Act and the Michigan Department of Transportation (MDOT). The successful bidder will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States of America and HT. This grant contract is available for examination by prospective bidders at the HT offices.

2) PROJECT BUDGET

The budget for this Project will be funded through financial assistance grants from the Federal Transit Administration (FTA) and the Michigan Department of Transportation (MDOT). The total Project budget will be determined by the final negotiated price between HT and the successful bidder.

3) PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held for all interested bidders in the form of an Electronic Zoom Meeting at 2:00 p.m. local time on May 27, 2022 to further clarify the scope of the proposed project. HT reserves the right to postpone answers to any questions raised at this meeting until a later date. Any oral explanations provided by HT during this meeting will not be binding upon HT until they are reduced to a written form by HT and given to all interested bidders. Bidders seeking a written response by HT to their questions at the Pre-Proposal Conference are requested to submit their questions in writing to HT in advance. HT will make every effort available to respond at the Pre-Proposal Conference. Attendance at the Conference is not mandatory, but is strongly encouraged by HT.

Zoom Link:

<https://us06web.zoom.us/j/84277161292?pwd=bW9ReTJxOVITZTRIK2dubnZVcHRGdz09>

Meeting ID: 842 7716 1292

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+13017158592,,84277161292#,,,,*209979# US (Washington DC)

4) TYPE OF CONTRACT

The Contract for this Project shall be a **firm fixed price type**.

5) PROJECT NUMBER(S)

All bidders and Contractors will include the FTA Project Number in all correspondence with HT and with the FTA. The FTA Project Number for this Project is 2022-05.

6) USE OF "HARBOR TRANSIT" NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS

HT reserves the right to review and approve any advertising copy related to this Project in any way prior to publication. The successful bidder will not allow such copy to be published in their advertisements or public relations programs until submitting such copy and receiving prior written approval from HT. The successful bidder agrees that published information relating to this Project will be factual and in no way imply that HT endorses the successful bidder's firm, service or product.

7) INTENT OF SPECIFICATIONS

It is the intent of these specifications to provide completed Project of substantial and durable construction in all respects, which will be most suitable and advantageous for HT. Experimental or unproven equipment, materials or design will not be accepted without prior review and written acceptance by HT.

8) APPROVED EQUALS AND DEVIATIONS

All Proposals must be in strict compliance with the requirements and provisions of these specifications, including the provisions herein regarding "approvals", "approved equals", and "deviations". Where a feature, component or item is specified by brand name in these specifications, the words "or approved equal" will apply. Where the approval of HT is specifically required by these specifications in connection with a particular feature, or if the bidder proposes to submit a proposal containing "approved equals" or "deviations" from specific requirements of these specifications, the bidder must obtain such approval, confirmed in writing, prior to the date for the receipt of proposals. With respect to "approved equals" or "deviations", the details of same and the reasons and justifications therefor must be submitted to HT, including a statement whether the bidder has previously furnished or offered to furnish the item in question, is herein specified. Proposals may be submitted containing such "approvals", "approved equals", or "deviations", as are specifically approved by HT, confirmed in writing, prior to the date for receipt of proposals. Each proposal must be accompanied by documentation regarding any such approvals granted by HT for the proposal. Notice of any such approvals required by and/or granted to a bidder shall be furnished by HT to other prospective bidders prior to the date for receipt of proposals. Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a proposal may be cause for its rejection. The decision of HT, as represented by the Transportation Director shall be final with respect to whether any proposed deviations from the specifications are acceptable. It should be understood that specifying a brand name, components, and/or equipment in this specification shall not relieve the supplier from its responsibility to produce the product in accordance with the performance warranty and contractual requirements. The supplier is responsible for notifying HT of any inappropriate brand name, component, and/or equipment that may be called for in the specifications, and to propose a suitable substitute for consideration.

9) PROTEST PROCEDURES

The following terms, conditions and appeal procedures will apply:

- (a) HT reserves the right to postpone the bid opening or receipt of proposals for its own convenience.
- (b) Changes to the specifications will be made by addendum only.
- (c) Prime Contractors and subcontractors may make appointments to discuss the Project specifications. This, however, does not relieve them from the written documented requests required by paragraphs (d) and (f), following.
- (d) Requests for approved equals, clarification of specifications, and protest of specifications must be received by HT in writing not less than nine (9) working days before the date of the scheduled bid opening or closing date for receipt of proposals. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.
- (e) HT's replies to requests under paragraph (d) above will be postmarked at least four (4) working days before the date scheduled for the bid opening or receipt of proposal.
- (f) A protest by any adversely affected person regarding restrictive specifications or alleged improprieties in the solicitation must be made in writing and received by the HT Purchasing Manager two (2) working days before the date scheduled for bid opening or receipt of proposal. The formal written protest shall state the name of the protester, a description of the Project, and the facts and law upon which the protest is based, and a statement as to what relief is requested.
- (g) Upon receipt of a protest, HT shall immediately determine if the date for the bid opening or closing date for receipt of proposals should be postponed. If the bid opening or closing date is postponed, HT will contact all Contractors and subcontractors who were furnished a copy of the specifications by HT that an appeal has been filed and that the bid opening or receipt of proposals is postponed until a decision has been issued. Notice of the postponement will be made in writing by addendum.
- (h) Representatives of HT and the protester shall meet within twenty-four (24) hours after receipt of the protest or at such a time as mutually agreed, to discuss all substantive issues raised in the protest. Upon completion of discussion between HT and the protester, the HT Transportation Director will transmit a final decision in writing to the protester within five (5) working days. The final decision will respond to each substantive issue raised in the protest. If the written decision cannot be of the written decision, HT will then issue appropriate addendum to reschedule the date for the bid issued within this time period, the protester will be notified in writing of the time extension. Upon issuance opening or closing date for the receipt of proposal.
- (i) Protests by any adversely affected person for reasons other than for restrictive specifications or alleged improprieties in the solicitation must be made in writing and received by the HT Purchasing Manager not more than three (3) working days after the posting of the Notice of Award is made to the participating bidders. Upon receipt of a protest after Contract award, HT shall immediately determine if work on the protested Project should be suspended until such time as the protest is resolved.
- (j) Representatives of HT and the protester shall meet within twenty-four (24) hours after receipt of the protest or at such time as mutually agreed to by both parties to discuss the protest. Upon completion of discussions between HT representatives and the protester, HT will issue a written decision to the protester within five (5) working days. If the written decision cannot be issued within this time period, the protester will be notified in writing of the time extension.

(k) Except as noted in paragraph (l), HT will not open bids, receive proposals or award a contract if a formal written protest has been received and no final decision has been issued by the HT Transportation Director. After the issuance of a final decision, HT will wait a minimum of five (5) working days before opening bids or proposals or before awarding a Contract for a Project.

(l) HT may open bids, receive proposals and award a Contract for a Project while a protest is pending final disposition when the HT Transportation Director determines that:

- * The items to be procured are urgently required;
- * Delivery or performance will be unduly delayed by failure to make an award promptly; or,
- * Failure to make prompt award will otherwise cause undue harm to HT or the Federal Government.

(m) Protester may request a reconsideration after a final decision has been issued by the HT Transportation Director within five (5) working days after the issuance of a final decision if new data or information becomes available that was not previously known, or there has been an error of law or regulation.

(n) The provisions of Chapter V of FTA Circular 4220.1F. (11/01/2008), are hereby incorporated and made part of the rules of HT. Protests to the FTA by a protester must be made in accordance with FTA Circular 4220.1F. FTA will only consider a protest that alleges failure of HT to have a written protest procedure or failure to follow such procedure. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation.

Any appeal or protest may be withdrawn at any time.

10) SUBMISSION OF PROPOSALS

Sealed proposals will be accepted until June 13, 2022 at 2:00 pm, local time. They shall be submitted to:

Scott Borg.
Transportation Director
HARBOR TRANSIT
440 N. Ferry Street
Grand Haven, MI 49417

Proposals submitted to HT shall include one (1) original and (3) copies plus one electronic copy.

11) SEALED PROPOSAL LABEL

The bidder should complete the enclosed "Sealed Proposal" label and attached it to the envelope containing the bid or proposal. HT assumes no responsibility for the premature opening of sealed bids or proposals which do not have this label attached to the outside of the envelope. Template for label attachment B. **If label is not included, please mark envelope "Sealed Proposal and Project number" or request label at procurement@harbortransit.org.**

12) MAILING BIDS/PROPOSALS

Bids or proposals submitted by mail shall be mailed a minimum of three (3) days prior to the bid opening date or date scheduled for receipt of proposals. A postmark by the U.S. Postal Service or other mail delivery service is required. Postage meter dates are not acceptable. Bids or proposals which are not mailed in a timely manner and received after the scheduled bid opening or proposal submittal date will not be accepted.

13) DURATION OF OFFER

All bids or proposals shall remain in effect for a minimum of 120 days from the bid opening date or scheduled date for receipt of proposals. Offers that allow less than 120 days for acceptance by HT will be considered non-responsive and will be rejected.

14) PROPOSAL PRICE

- (a) Proposal prices shall be submitted in the prescribed form. Prices submitted in any other form may be considered non-responsive and may be rejected.
- (b) Proposal prices shall be based on F.O.B. HT, Grand Haven, Michigan.

The price stated in any proposal submitted shall include all items of labor, materials, equipment, tools and other costs necessary to fully complete and deliver this Project pursuant to the specifications. It is the intention of these specifications to provide and require a complete Project of the type prescribed. Any item or items omitted from such specifications which are clearly necessary for the completion of such Project and its appurtenances shall be considered a portion of such Project although not directly specified or called for in these specifications.

15) TAX EXEMPTION

The HT is exempt from payment of all Federal, State, and local taxes in connection with this Project. Said taxes shall not be included in the bid or proposal prices. The HT will provide necessary tax exemption certificates. This provision does not relieve the Contractor from the responsibility to pay all applicable taxes for goods, services, and labor acquired in the performance of this Project.

16) DISCOUNTS

Prompt payment discounts will not be considered in the evaluation of proposals or bids. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the bidder. As an alternative to offering a prompt payment discount in conjunction with the offer, bidders awarded Contracts may include prompt payment discounts on individual invoices.

17) PAYMENT TERMS

HT will make payment within thirty (30) days after delivery and final acceptance of the project. The Contractor may submit invoices to HT prior to or upon delivery. Payment will not be made without an invoice.

18) PROJECT COMPLETION DATE

Bidders shall state in the bid or proposal the earliest possible date offered for completion of the Project. The date cannot exceed 180 calendar days from the date of the Notice to Proceed with the Project.

19) LATE PROPOSALS OR WITHDRAWAL OF PROPOSALS

a) Any proposal received at the HT offices designated in the solicitation after the time specified for receipt of proposals will not be considered and will be returned to the bidder unopened.

A proposal may be withdrawn in person by the bidder or their authorized representative, provided their identity is made known and a receipt is signed for the proposal, and only if the withdrawal is made prior to the time specified for receipt of proposals.

20) DETERMINATION OF SUCCESSFUL PROPOSER

In determining the successful proposer, consideration is given to the proposer's qualification, content of proposal, and financial proposal as described in the evaluation criteria. The Contract award for this Project will be made to the proposer making the best and most advantageous offer to HT, price considered.

21) BIDDER QUALIFICATIONS

In order to be eligible for award, bidders must be responsive and responsible.

(a) Responsive offers are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Bids or proposals which do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.

(b) Responsible bidders are those prospective Contractors who, at a minimum, must:

- 1) Have adequate financial resources, as required during performance of the Contract.
- 2) Are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.

- 3) Have a satisfactory record of past performance.
- 4) Have necessary technical capability to perform.
- 5) Provide evidence satisfactory to HT that the bidder will comply with the DBE requirements.
- 6) Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
- 7) Are qualified as a manufacturer or regular dealer of the items being offered.
- 8) Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

All prospective bidders may be requested to submit written evidence verifying that they meet the minimum criteria necessary to be determined a responsible Contractor. Refusal to provide requested information may cause rejection of the bid or proposal.

22) ACCEPTANCE OF PROPOSAL

Each proposal shall be submitted with the understanding that the acceptance in writing by HT of the offer to furnish any or all goods or services described therein shall bind the bidder on its part to furnish and deliver at the proposal price, in accordance with the conditions of said accepted proposal and specifications

23) WITHHOLDING AWARD

This solicitation for bids or proposals does not commit HT to award a contract, pay any costs incurred in preparation of bid or proposals in response to this solicitation, or to procure or contract for goods or services. Bidder shall be responsible for all costs incurred as part of their participation in the pre-award process.

24) PROPOSAL ACCEPTANCE, REJECTION, AND POSTPONEMENT

HT reserves the right to postpone, accept, or reject any and all proposals in whole or in part, on such basis as the HT Board deems to be in its best interest to do so, subject to the rules and regulations set forth by the U.S. Department of Transportation. Also, HT reserves the right to accept an original offer or proposal without negotiation or without calling for a "best and final" offer.

25) USDOT/FTA CONCURRENCE FOR CONTRACT AWARD

The award of a Contract for this Project may be subject to review and concurrence by the U.S. Department of Transportation, Federal Transit Administration.

26) SINGLE BID RESPONSE

If only one (1) proposal is received in response to the Request for Proposal, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

27) DBE PARTICIPATION

In connection with the performance of this Contract, the successful bidder agrees to cooperate with HT in meeting its commitments and goals with regard to maximum utilization of Disadvantaged Business Enterprises (DBE). The policy and obligations for maximum utilization of DBE's are herein set forth:

(a) Policy - It is the policy of the Department of Transportation that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or apart with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR, Part 26 apply to this Agreement.

(b) DBE Obligation - HT or its Contractor agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, HT or its Contractors shall take all necessary and reasonable steps in accordance with 49 CF, Part 26, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and to perform contracts. HT and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Requirements and goals for Disadvantaged Business Enterprise participation in this Project are as follows:

A minimum of zero percent (0%) of the total contract price, as awarded, shall be established as a goal to be made available to certified DBE's. Compliance with the percentage goal may be fulfilled by DBE's performing as either:

- 1) A member of a joint venture as a prime contractor;
- 2) An approved subcontractor;
- 3) An owner-operator of equipment;
- 4) A renter of equipment to a prime contractor;
- 5) A firm manufacturing and supplying goods used in the project;
- 6) A firm supplying goods used in the project (when supplying goods, only 60 percent (60%) will be counted).

Prior to Contract award, the apparent successful bidder shall submit a written assurance of meeting the above goals and shall include names of DBE subcontractors, addresses of contact persons, a description of work to be performed and dollar values of each proposed DBE subcontract. This information shall be submitted on the attached 'DBE Participation Form' furnished with this solicitation.

If the goals were not met, the bidder must demonstrate that sufficient good faith efforts were made to meet the DBE contract goals and shall document the steps he has taken to obtain DBE participation.

Failure to provide required documentation of good faith efforts may be reason for disqualification of the Bid / Proposal.

Bidder's good faith efforts will include the following actions:

- Soliciting through all reasonable and available means the interest of all certified DBE's who have the capability to perform work under the contract. This shall include attendance at pre-bid meetings, advertising and /or written notices. The bidder shall allow sufficient time to allow the DBE's to respond to the solicitation.
- Selecting portions of the work to be performed by DBE's.
- Providing interested DBE's with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- Negotiations in good faith with interested DBE's. It will be the responsibility of the bidder to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or materials consistent with the available DBE's. Evidence of negotiations shall include the names, addresses, and telephone numbers of DBE's that were considered and a description of the information provided regarding the plans and specifications for the work selected for subcontractors, and evidence as to why additional agreements could not be reached for DBE's to perform the work.

- Not rejecting DBE's as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance as required.
- Efforts to assist interested DBE's in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Use of services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

- The prime contractor agrees not to terminate for convenience a DBE subcontractor, and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without HT's prior written consent. When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor agrees to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated.

28) DEBARMENT AND SUSPENSION

Bidders shall complete and submit as part of their bid, the Certification of Primary Contractor Regarding Debarment, Suspension, And Other Responsibility Matters for all projects when the total aggregate value of the contract exceeds \$25,000. The bidder shall also submit a list of subcontracts and subcontractors which will have a financial interest in this Project which exceeds \$25,000 or will have a critical influence on or a substantive control over the Project. A Certification of Lower-Tier Participants Regarding Debarment, Suspension, And Other Ineligibility and Voluntary Exclusions shall be submitted by the bidder to HT for each listed subcontractor prior to contract award.

During the term of the Contract the successful bidder will be required to immediately notify HT of 1) any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of a subcontract, 2) any information that its certification or certification of its subcontractors was erroneous when submitted, 3) any information that certifications have become erroneous by reason of changed circumstances.

29) LOBBYING CERTIFICATION

Bidders shall complete and submit as part of their bid the Certification of Restrictions on Lobbying for all projects when the total aggregate value of the contract exceeds \$100,000. The Contractor shall also submit a list of subcontracts and subcontractors which will exceed \$100,000. A Certification of Restrictions on Lobbying shall be submitted by the bidder to HT for each listed subcontractor prior to contract award.

30) PRODUCT DESCRIPTION

Bids or proposals must be accompanied by a comprehensive description of bidder's product. This description shall include drawings, overall dimensions and photographs which show the construction characteristics and explain the operation of the bidder's product. The descriptive literature shall also include information on design details, components, performance characteristics, methods of manufacture and assembly. The descriptive literature is required for the purpose of evaluation and award. Failure of the descriptive literature to show that the product proposed conforms to the specifications and other requirements of this solicitation may result in rejection of the bid or proposal. Additionally, failure to submit the descriptive literature will require rejection of the bid or proposal. The quality of standard components not covered by the language of these specifications will be a factor in determining an award. No advantage shall be taken by the bidder or manufacturer in the omission of any part or detail which goes to make the product complete and ready for service, even though such part is not mentioned in this specification. All units or parts not specified shall be Contractor's standard units or parts and shall conform in materials, design and workmanship to the best practices known in the industry. All parts will be new and in no case will used, reconditioned, or obsolete parts be accepted without prior review and written acceptance by HT.

31) DEMONSTRATION

Bidder may be requested to demonstrate to HT the capability of their proposed product to perform and function as herein called for by this specification. The demonstration shall be at no expense to HT in compliance with provisions outlined in the technical specifications contained herein.

32) PAYMENT TERMS
NOT APPLICABLE

HT will make payment in accordance with the following payment schedule, unless specified elsewhere.
50% within 30 days of delivery
20% within 30 days of installation
30% within 30 days after acceptance

Harbor Transit

Right-of-Way and Land Acquisition Services

RFP 2022-05

The Contractor shall submit invoices to HT prior to or upon delivery. Payment will not be made without an invoice. Partial payments do not constitute acceptance.

7.0: CONTRACT PROVISIONS
Equipment and Services

1) OSHA REQUIREMENTS

The Contractor expressly warrants that all materials, supplies, and equipment provided under this Contract are provided in full compliance with the Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders issued pursuant thereto, and all other federal and state safety and health statutes. All sales of hazardous materials as defined in Title 29 of the cost of Federal Regulation, Chapter VII, parts 1501-1503, shall be accompanied by a completed U.S. Department of Labor "Materials Safety Data Sheet", Form OHFA-20 by the Contractor for each good sold to HT.

2) CARGO PREFERENCE

Pursuant to 46 CFR, Part 381, the Contractor agrees:

- a) To utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to 46 CFR, Part 381, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
- b) To furnish within twenty (20) days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean Bill-Of-Lading in English for each shipment of cargo described in paragraph (a) above to HT (through the prime Contractor in the case of subcontractor Bills-Of-Lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street SW, Washington, DC, 20590, marked with appropriate identification of the Project.

To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

3) BUY AMERICA (Not Applicable this procurement)

The Contractor agrees to comply with Section 165 of the Surface Transportation Assistance Act of 1982, as amended, "Buy America Requirements - Surface Transportation Assistance Act Of 1982", 49 CFR Part 661, and 49 CFR, Part 663, and any amendments thereto and any implementing guidance issued by FTA.

4) CHANGE ORDERS

HT's Project Manager, at any time by written order and without notice to the sureties, may make changes within the general scope of this Contract in (i) drawings, designs or specifications where the supplies to be furnished are to be specially manufactured for HT in accordance therewith; (ii) method of shipment or packing; (iii) place of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of this Contract, whether changed or not changed by

such order, an equitable adjustment shall be made by written modifications of the Contract. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that HT's Project Manager, if he decides that the facts justify the action, may receive and act upon any such claim. Nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

5) PRODUCT WARRANTY

The Contractor expressly warrants that the goods provided under this Contract shall conform to all specifications, drawings, and other descriptions of the goods made by the Contractor or contained in specifications furnished to the Contractor by HT, and shall be free from all defects in material, design and workmanship. The Contractor also expressly warrants that the goods are merchantable and fit for the particular purpose intended by HT. The warranties of the Contractor contained in this Contract extend to future performance of the goods sold under this Contract. The Contractor further agrees not to attempt to limit or to exclude any remedies for damages, whether incidental, consequential or otherwise.

6) WARRANTY AND GUARANTEE

The Contractor hereby warrants to HT that all of the equipment furnished under the procurement shall be free from defects in material and workmanship under normal operating use and service. The Contractor shall provide such a Warranty beginning at the time of final acceptance of the system and continuing for a period of one (1) year on all equipment. The Warranty shall cover all parts and labor costs during the Warranty period. The remedial work to correct any of the potential deficiencies shall include the repair or replacement, at the Contractor's option, of equipment, components, devices and/or material. It is expressly understood that this Warranty covers all parts and labor costs necessary and that all cost for the necessary labor and material during the Warranty period shall be borne by the Contractor and not by HT except as provided for herein.

The Contractor also agrees to provide all labor and material to replace, during the period of this Warranty, without expense to HT, any and all parts which may be damaged due to defects in, or failure of such parts or of any other part or parts of the equipment furnished under the procurement. HT shall maintain the equipment in accordance with the Contractor's instructions in order to maintain this Warranty, and the Contractor shall be responsible for all shipping charges.

Contractor shall be solely responsible for all materials and workmanship, including all specialties and accessories, whether manufactured by it or others, used in the equipment and for adequate installation and connection of all equipment, accessories, specialties and components. Under no conditions shall Contractor delegate this responsibility to suppliers or other sources.

Any apparatus, device or material which, in the sole opinion of HT, requires excessive service during its operation, shall be brought to the attention of the Contractor by HT at the conclusion of the first year but prior to the expiration of the Warranty. The Contractor shall be required to repair or replace the apparatus, device or material (at his or her determination of the problem and its cause) at no expense to HT. Should a "class failure" be involved, the Contractor may be required by HT to extend the Warranty on that item until the requirement for excessive service is eliminated. Excessive service is defined as three (3) failures (an event or failure of a given device and/or component in a unit or units which renders the unit or units inoperative and/or unsuitable for the intended purpose) or malfunctions (an event or failure of a given device and/or component in a unit or units which causes a degraded

performance of the equipment, but does not render the equipment inoperative) during the Warranty period. A "class failure" is a failure of a given component and/or device in five percent (5%) of the equipment provided during the Warranty period. The determination of a "class failure" shall be by HT and shall assume that all equipment within its respective category has these defects and shall ultimately experience these same failures.

In the event the Contractor fails to comply within ten (10) working days to a request by HT to repair, replace or correct damaged or defective work, materials, specialties, equipment and accessories, HT shall, upon written notice to the Contractor, have authority to deduct the cost of labor and material incurred by HT itself in making such repairs from any compensation due or to become due the Contractor. In the event the Contractor has been paid, the Contractor agrees to reimburse HT for the cost thereof. It is understood, however, that the said Warranty or Guarantee will not apply to any equipment which has been repaired or altered without the knowledge or consent of the Contractor and which repair or altering affected its stability and/or reliability; nor will said Warranty or Guarantee apply if the equipment has been subjected to other than normal use under conditions which prevail in HT service. The burden of proof for any negligence on the part of HT shall rest with the Contractor. Temperature, humidity, bus vibration and ambient electric conditions shall be considered normal operating conditions for this equipment. The Warranty shall not cover the replacement and maintenance items (such as light bulbs) made in connection with normal maintenance service.

Labor costs for HT to diagnose and to exchange faulty components, subassemblies or equipment and the shipping costs to return such items to a service location nominated by the Contractor for repair or replacement as provided for herein shall be at the expense of the Contractor. The shipping costs, including packing and insurance, to ship repaired or replaced items to HT shall be at the expense of the Contractor.

Contractor guarantees that a stock of replacement parts for the equipment and all components thereof will be available for a period of not less than fifteen (15) years after the date of acceptance of the completed system under this Contract by HT.

The above Warranties are in addition to any statutory implied Warranties or Remedies imposed on the Contractor.

7) INTERCHANGEABILITY

All units and components procured under this Contract, whether provided by suppliers or manufactured by the Contractor shall be duplicates in design, manufacture and installation to assure interchangeability among items in this procurement. This interchangeability shall extend to the individual components as well as to their locations in the unit.

8) TITLE

Title to goods acquired by HT under this Contract shall pass to HT when such goods are delivered, installed and accepted by HT. The Contractor shall bear all risk of loss until passage of title, or adequate documents for securing title shall be provided to HT by the Contractor.

9) INSPECTION

HT reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing or installation process; provided, however, it is under no duty to make such inspection, and no inspection so made shall relieve Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, Contract requirements and specifications.

Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of HT notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this Contract and its specifications.

10) PREAWARD/POSTDELIVERY AUDIT (Not Applicable)

The Contractor shall comply with any regulations that may be issued to implement section 12(j) of the Federal Transit Act, 49 USC app. § 1608(j), and Federal Regulation 49 CFR, Part 663.

11) BUS TESTING (Not Applicable)

The Contractor shall comply with the bus testing requirements as set forth in section 12(h) of the Federal Transit Act, 49 USC app. § 1608(h), and any implementing regulations that may be issued thereunder.

12) ASSUMPTION OF RISK OF LOSS

HT shall assume risk of loss of the vehicle after delivery to its facility. Prior to this delivery or release, the Contractor shall have risk of loss of the vehicle, including any damages sustained during the common carrier drive-away operation. Drivers shall keep a maintenance log en route and it shall be delivered to HT with the vehicle.

13) THE MICHIGAN IRAN ECONOMIC SANCTIONS ACT, 2012 P.A. 517

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, proposer certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that is not an "Iran linked business" as that term is defined in the Act.

14) PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from HT. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of HT. This clause applies to both DBE and non-DBE subcontractors.

15) DBE PARTICIPATION

The contractor, sub recipient 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 49CFR 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 HT deems appropriate.

A minimum of _____ percent of the total contract price, as awarded, shall be awarded to certified DBE's by the Contractor.

16) DBE AND SBA SUBCONTRACTOR'S PAYMENT & REPORTING REQUIREMENTS

A) Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from HT. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of HT. This clause applies to both DBE and non-DBE subcontractors.

B) Contractor Reporting Requirements

The prime contractor agrees to count only the value of the work actually performed by the DBE firm toward its overall DBE goal. When a DBE performs as a participant in a joint venture, the prime contractor agrees to count the portion of the work of the contract that the DBE performs with its own forces toward its DBE goal only if the DBE is performing a commercially useful function of the contract. The factors listed in 49 CFR Part 26 will be used to determine whether a DBE trucking firm is performing a commercially useful function. The prime contractor understands that expenditures with DBEs for materials or supplies toward DBE goals will be counted according to the factors listed in 49 CFR Part 26. The prime contractor agrees to meet with the HT DBE Liaison Officer for the purpose of verifying contractor reporting requirements prior to the signing of a contract.

C) Legal and Contract Remedies

The prime contractor agrees to report quarterly to the HT DBE Liaison Officer on all payments made to DBE subcontractors. Further, the contractor shall provide all copies of canceled checks made to DBE subcontractors showing proof of actual payment. The prime contractor understands that failure to report quarterly to the HT DBE Liaison Officer may result in the termination of this contract or such other remedy as HT deems appropriate.

The prime contractor understands that HT will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the DOT inspector General, action under suspension and debarment of Program Fraud or Civil Penalties rules) provided in 26.109. The prime contractor understands that HT will consider similar action under their own legal authorities, including responsibility determinations in future contracts.

17) VETERAN'S HIRING PREFERENCE

Harbor Transit is a recipient of federal financial assistance in this contract. The contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5 CFR) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed, or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

8.0: FTA REQUIRED CLAUSES
Professional Services

FTA REQUIRED CLAUSES
PROFESSIONAL SERVICES

"The supplier of goods or services must adhere to the following Federal Transit Administration requirements. The burden is on the supplier to read and understand each requirement based on the information provided. Execution of the contract implies agreement with the attached Federal Clauses and Certifications."

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

APPLICABILITY TO CONTRACT

Construction of new buildings or additions to existing buildings.

FLOW DOWN

The Seismic Safety requirements flow down from FTA recipients and sub recipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety including the work performed by all subcontractors.

REQUIREMENTS

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

7) ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq. 49 CFR Part 18

APPLICABILITY TO CONTRACT

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

FLOW DOWN

The Seismic Safety requirements flow down from FTA recipients and sub recipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

REQUIREMENTS

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.

8) **CLEAN WATER REQUIREMENTS**
33 U.S.C 1251

APPLICABILITY TO CONTRACT

Applies only to Contracts over \$100,000 in value.

FLOW DOWN

The Clean Water requirements flow down to FTA recipients and sub recipients at every tier.

REQUIREMENTS

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

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

11) **LOBBYING**
31 U.S.C 1352 49 CFR Part 19 49 CFR Part 20

APPLICABILITY TO CONTRACT

Applies only to Contracts over \$100,000 in value.

FLOW DOWN

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

REQUIREMENTS

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the HT.

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

APPLICABILITY TO CONTRACT

Applies only to Contracts over \$100,000 in value.

FLOW DOWN

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

REQUIREMENTS

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

1. The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA

Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

3. Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

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

13) FEDERAL CHANGES
49 CFR Part 18

APPLICABILITY TO CONTRACT

Applies to all contracts.

FLOW DOWN

The Federal Changes requirement flows down appropriately to each applicable change requirement.

REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

15) CLEAN AIR
42 U.S.C.7401 et seq 40 CFR 15.61 49 CFR Part 18

APPLICABILITY TO CONTRACT

Applies only to Contracts over \$100,000 in value.)

FLOW DOWN

The Clean air requirements flow down to all sub contracts which exceed \$100,000.

REQUIREMENTS

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

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

20) NO GOVERNMENT OBLIGATION TO THIRD PARTIES

APPLICABILITY TO CONTRACT

To all contracts.

FLOW DOWN

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify to all parties to the contract, that Federal Government does not have contractual liability to third parties, absent specific written consent.

REQUIREMENTS

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

21) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C.3801 et seq. 49 CFR Part 31 18 U.S.C.1001 49 U.S.C.5307

APPLICABILITY TO CONTRACT

To all contracts.

FLOW DOWN

These requirements flow down to contractors and sub-contractors who make, present, or submit covered claims and statements.

REQUIREMENTS

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

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

APPLICABILITY TO CONTRACT

Contracts with nonprofit organizations and institutions of higher education in excess of \$100,000 and all other contracts in excess of \$10,000.

FLOW DOWN

Flow down to all contracts in excess of \$10,000, with exception of contracts with nonprofit organizations of higher learning.

REQUIREMENTS

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

2. 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 HT may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

3. If it is later determined by the HT 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 HT, 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 HT 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 HT's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from HT setting forth the nature of said breach or default, HT 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 HT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

5. Termination for Convenience (Professional or Transit Service Contracts) The HT, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the HT shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. 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 HT may terminate this contract for default. The HT 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 HT.

7. 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 HT may terminate this contract for default. The HT 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 the HT's goods, the Contractor shall, upon direction of the HT, protect and preserve the goods until surrendered to the HT or its agent. The Contractor and HT 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 HT.

7. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure 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 provisions of this contract, the HT may terminate this contract for default. The HT shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the HT 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 HT 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 HT in completing the work.

8.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

A. 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 the HT, acts of another Contractor in the performance of a contract with the HT, epidemics, quarantine restrictions, strikes, freight embargoes; and

B. The contractor, within [10] days from the beginning of any delay, notifies the HT in writing of the causes of delay. If in the judgment of the HT, the delay is excusable; the time for completing the work shall be extended. The judgment of the HT shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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 the HT.

9. Termination for Convenience or Default (Architect and Engineering). The HT may terminate this contract in whole or in part, for the HT's convenience or because of the failure of the Contractor to fulfill the contract obligations. The HT shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

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

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

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 HT.

10. Termination for Convenience of Default (Cost-Type Contracts) The HT may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the HT 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 HT, or property supplied to the Contractor by the HT. If the termination is for default, the HT 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 HT and the parties shall negotiate the termination settlement to be paid the Contractor.

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

23) GOVERNMENT-WIDE DEBARMENT AND SUSPENSION NON-PROCUREMENT

APPLICABILITY TO CONTRACT

Certification regarding Debarment, Suspension, and Other Responsibility Matters Lower Tier Covered Transactions Third Party Contracts over \$25, 000.

FLOW DOWN

Contractors are required to pass this requirement on to subcontractors seeking subcontracts over \$25,000. Thus, the terms "lower tier covered transaction" include both the contractor and subcontractors and contract and subcontracts over \$25,000.

REQUIREMENTS

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, HT may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to HT if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact HT for assistance in obtaining a copy of those regulations.

4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by HT.

5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency

by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

6. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, HT may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

24) PRIVACY ACT
5 U.S.C. 552

APPLICABILITY TO CONTRACT

When a contractor maintains files on drug and alcohol enforcement activities for the FTA and those files are organized so that information could be retrieved by personal identifier.

FLOW DOWN

Flow down to each third party contractor and their contract at every tier.

REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

25) CIVIL RIGHTS REQUIREMENTS
*29 U.S.C. 632, 42 U.S.C. 2000 42 U.S.C. 6102, 42 U.S.C. 12112
42 U.S.C. 12132, 49 U.S.C. 5332 29 CFR Part 1630, 41 CFR Parts 60 et seq.*

APPLICABILITY TO CONTRACT

Apply to all contracts.

FLOW DOWN

Flow down to all third party contractors and their contracts at every tier.

REQUIREMENTS

The following requirements apply to the underlying contract:

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

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

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

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

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

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

26) BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18 FTA Circular 4220.1F

APPLICABILITY TO CONTRACT

Applies only to Contracts over \$100,000 in value

FLOW DOWN

Flow down to all tiers.

REQUIREMENTS

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of HT's [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. 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 [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by HT, 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 of damage.

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

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the HT, (Architect) 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.

27) PATENT AND RIGHTS IN DATA

37 CFR Part 401 49 CFR Parts 18 and 19

APPLICABILITY TO CONTRACT

Applies ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information.

FLOW DOWN

Apply to all contractors and their contract at every tier.

REQUIREMENTS

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government 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.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, 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 in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "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.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract

to which this Attachment is added 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 that 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 the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree 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 Purchaser or 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. Neither the Purchaser nor the Contractor shall 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.

(e) 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.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, 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 provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

29) **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

49 CFR Part 26

REQUIREMENTS

The Federal Fiscal Year goal has been set by the HT in an attempt to match projected procurements with available qualified disadvantaged businesses. The HT's goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by the HT as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the HT may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

(a) Policy - It is the policy of the Department of Transportation and the HT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the HT to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the HT's procurement activities are encouraged.

(b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the HT may declare the contractor noncompliance and in breach of contract.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the HT's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the HT and will be submitted to the state upon request.

(e) The HT will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- Identification of qualified DBE
- Available listing of Minority Assistance Agencies
- Holding bid conferences to emphasize requirements
- DBE Program Definitions, as used in the contract:
- Disadvantaged business "means a small business concern":
- Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
- Whose management and daily business operations are controlled by one or more women individuals who own it.

- “Small business concern” means a small business as defined by Section 3 of the Small Business Act and Appendix B – (Section 106(c)) Determinations of Business Size.
- “Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
- “Black Americans”, which includes persons having origins in any of the Black racial groups of Africa;
- “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
- “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh.

30) STATE AND LOCAL LAW DISCLAIMER

APPLICABILITY TO CONTRACT

This disclaimer is applies to all contracts.

FLOW DOWN

The Disclaimer has unlimited flow down.

REQUIREMENTS

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the HT’s procurement documents, the grantees should consult with their local attorney.

31) INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

APPLICABILITY TO CONTRACT

Applies to all contracts.

FLOW DOWN

The incorporation of FTA terms has unlimited flow down.

REQUIREMENTS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated 11/01/2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any HT requests which would cause the HT to be in violation of the FTA terms and conditions.

32) FLY AMERICA
49 U.S.C. 40118 41 CFR Part 301-10

APPLICABILITY TO CONTRACT

Applies ONLY to contracts involving international air transportation of persons or materials.

FLOW DOWN

The Fly America requirements flow down from FTA recipients and sub recipients to first tier contractors, who are responsible for ensuring that lower tier contractors are in compliance.

REQUIREMENTS

The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag carriers to the extent services by U.S.-flag carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974f. as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations "Use of United States Flag Air Carriers." 41 C.F.R. §§ 301.131 through 301.143.

34) ENVIRONMENTAL PROTECTION

REQUIREMENTS

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

35) ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES (ADA)

REQUIREMENTS

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

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FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
Any implementing requirements FTA may issue.

9.0: REQUIRED FEDERAL CERTIFICATES

INSTRUCTION FOR FILLING OUT THIS FORM ARE ON OTHER SIDE

DBE PARTICIPATION FORM

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

1. DBE Firm Name: _____

Address: _____

2. Dollar amount awarded: _____

3. Description of work to be performed: _____

4. CONTRACTOR'S COMMITMENT TO USE DBE FIRM

_____ is committed to utilize the DBE contractor to utilize
(Name of Contractor)
the above named DBE subcontractor/supplier in the manner and amount described on this form.

Dated _____
(Authorized Signature)

5. DBE'S COMMITMENT TO PARTICIPATE

_____, as a DBE firm, is committed to perform the work
(Name of subcontractor/supplier)

as described above for the amount specified.

Dated _____
(Authorized Signature)

6. NO SUBCONTRACT OPPORTUNITIES, AVAILABLE.

_____, has no subcontractor opportunities available for work
(Name of subcontractor/supplier)

to be performed.

Dated _____
(Authorized Signature)

BLANK forms are NOT acceptable. If DBE subcontractor opportunities are available, please fill out sections 1 thru 5. If no subcontractor opportunities available fill out section 6. SIGNATURES ARE REQUIRED.

DBE PARTICIPATION FORM

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

1. DBE Firm Name: _____
Address: _____
Sub contractor name and address

2. Dollar amount awarded: _____
Amount awarded to Sub contractor

3. Description of work to be Performed: _____
_____ Work description. _____

4. **CONTRACTOR'S COMMITMENT TO USE DBE FIRM** Prime contractor fills out.

(Name of Contractor) is committed to utilize the DBE contractor to
utilize the above named DBE subcontractor/supplier in the manner and amount described on this form.
Dated _____ (Authorized Signature)

5. **DBE'S COMMITMENT TO PARTICIPATE** Sub contractor fills out.

(Name of subcontractor/supplier), as a DBE firm, is committed to perform the
work as described above for the amount specified.
Dated _____ (Authorized Signature)

6. **NO SUBCONTRACT OPPORTUNITIES, AVAILABLE.** Prime contractor fills out.

(Name of subcontractor/supplier), has no subcontractor opportunities
available for work to be performed.
Dated _____ (Authorized Signature)

**CERTIFICATION OF PRIMARY CONTRACTOR REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS**

The Primary Contractor, _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offense enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or Local) terminated for cause or default.

If the above named Primary Contractor is unable to certify to any of the the statements in this certification, the Primary Contractor shall attach an explanation to this certification.

The Primary Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

**CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUBCONTRACTORS) REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (Subcontractor to the Primary Contractor), _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the above named Lower Tier Participant (Subcontractor) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The Lower-Tier participant (Subcontractor), _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31. U.S.C. Sections 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, _____, hereby certify on
(Name) **(Title)**

behalf of _____ that:
(Firm)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance is 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

Dated _____

(Name)

(Title)

(Firm)

Exhibit A
Price Proposal

PRICE PROPOSAL

General Hourly Rates per Category

<u>Labor Category</u>	<u>Unit Price</u>
Appraiser	\$ _____ / Hr.
Right-Of-Way Agent	\$ _____ / Hr.
Administrative Staff	\$ _____ / Hr.

Other Staff Categories

_____	\$ _____ / Hr.
_____	\$ _____ / Hr.
_____	\$ _____ / Hr.
_____	\$ _____ / Hr.
_____	\$ _____ / Hr.
_____	\$ _____ / Hr.
_____	\$ _____ / Hr.

Subcontracted Categories

_____	\$ _____ / Hr.
_____	\$ _____ / Hr.
_____	\$ _____ / Hr.
_____	\$ _____ / Hr.
_____	\$ _____ / Hr.
_____	\$ _____ / Hr.
_____	\$ _____ / Hr.

Additional Administrative Overhead for subcontracted Services _____%

Function Category	Unit Price	Estimated Total Fee
Preliminary Interview	\$ _____ / Hr.	_____
Real estate services assignment and estimate	\$ _____ / Hr.	_____
Specialty Appraisal	\$ _____ / Hr.	_____
Appraisal: Vacant land before & after	\$ _____ / Hr.	_____
Improved Property before & after	\$ _____ / Hr.	_____
Fixtures	\$ _____ / Hr.	_____
Form Appraisal	\$ _____ / Hr.	_____
Acquisition.	\$ _____ / Hr.	_____
Condemnation Support	\$ _____ / Hr.	_____

Other Function Categories

_____	\$ _____ / Hr.
_____	\$ _____ / Hr.
_____	\$ _____ / Hr.
_____	\$ _____ / Hr.
_____	\$ _____ / Hr.
_____	\$ _____ / Hr.
_____	\$ _____ / Hr.

Percent Increase for years subsequent to 2016

_____	2017	_____ %
_____	2018	_____ %
_____	2019	_____ %
_____	2020	_____ %

List of Reimbursable Items / Fee

_____	\$ _____ / _____
_____	\$ _____ / _____
_____	\$ _____ / _____
_____	\$ _____ / _____
_____	\$ _____ / _____

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide consulting services for Right of Way Appraisal Services and described herein for the price(s) set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least one hundred twenty (120) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms, or conditions have not been communicated by the undersigned, or by any employee or agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal. Representative's Name: Title Signature: Date:

The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to the other proposers, so that all proposals for this project will result from free, open and competitive proposing among all vendors.

By submission of a response, the proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Harbor Transit. Proposers shall identify any interest, and

the individuals involved, on separate paper with the response and shall understand that the Township, at its discretion, may reject their proposal.

The submission of a proposal hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

Representatives Name: _____

Title: _____

Signature: _____

Date: _____