



## REQUEST FOR QUALIFICATIONS

# Consultant Services to Deliver Link Transit Passenger Amenities Program

**PROPOSAL DUE DATE:** Friday, June 21, 2024 @ 3:00 p.m. EDT  
**PROPOSAL SUBMITTAL LOCATION:** City of Burlington, Department of Finance and Risk Management, Purchasing Division  
Attention: Sonjia Cross, CLGPO, Purchasing Manager

<b>Mail:</b>	<b>Hand Deliver:</b>
P.O. Box 1358	237 W. Maple Ave.
Burlington NC, 27216	Burlington, NC 27215

**PROJECT MANAGER:** John Andoh, CCTM, CPM, Transit Manager  
[jandoh@burlingtonnc.gov](mailto:jandoh@burlingtonnc.gov)  
**PURCHASING MANAGER:** Sonjia Cross, CLGPO, Purchasing Manager  
[scross@burlingtonnc.gov](mailto:scross@burlingtonnc.gov)

Request for Qualifications must be in the actual possession of the Purchasing Division at the location indicated, on or prior to the exact date and time indicated above. Late Request for Qualifications shall not be considered. The prevailing clock shall be the City of Burlington Purchasing Division clock in the Eastern Daylight Time Zone (EDT).

**Request for Qualifications**  
**Consultant Services to Deliver Link Transit Passenger Amenities Program**

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## REQUEST FOR QUALIFICATIONS

# Consultant Services to Deliver Link Transit Passenger Amenities Program

The City of Burlington on behalf of Link Transit is seeking Request for Qualifications to provide consultant services to deliver Link Transit Passenger Amenities and support the City of Burlington in the design and project management of sidewalks and installation of bus shelters, benches and associated infrastructure. The Link Transit service area which presently comprises of the City of Burlington, Town of Gibsonville, Town of Elon and portions of unincorporated Alamance County. The City of Burlington intends to award a Contract covering a three (3) year term with the option to extend for two (2) one 1-year periods. The initial need is for engineering, design and project management of sidewalks connecting to intersections and Link Transit buses within a 0.5 mile radius of the bus stop and to design and project management the installation of at least 25 bus shelters and/or associated passenger amenities during the time frame of this effort.

Proposers wishing to be considered shall submit one (1) signed original and one (1) electronic version of the signed proposal. The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on USB Flash Drive. Proposals must be enclosed in a sealed envelope or package and clearly marked: Consultant Services to Deliver Link Transit Passenger Amenities Program. Please submit to: City of Burlington Finance and Risk Management Department, Purchasing Division, Attention: Sonjia Cross, CLGPO Purchasing Manager at one of the following locations by **Friday June 21<sup>st</sup>, 2024 at 3:00 P.M. Eastern Daylight Time:**

**Mail:**  
P.O. Box 1358  
Burlington NC, 27216

**Hand Deliver:**  
237 W. Maple Ave.  
Burlington, NC 27215

To obtain a copy of the Request for Qualifications, Proposers may download the Request for Qualifications at [www.burlingtonnc.gov](http://www.burlingtonnc.gov), [www.linktransit.org](http://www.linktransit.org), contact the City of Burlington by e-mail at [jandoh@burlingtonnc.gov](mailto:jandoh@burlingtonnc.gov).

Any Proposer appearing on the Comptroller General's list of ineligible contractors is not eligible to participate.

The City of Burlington reserves the right to reject any and all Request for Qualifications, to waive any informalities therein, and to readvertise for Request for Qualifications.

Proposers are fully responsible for the delivery of Request for Qualifications. Reliance upon e-mail at the Proposer's risk. Late Request for Qualifications shall not be considered.

This is a federal funded procurement with a disadvantaged business enterprise (DBE) goal of 0.11%. All DBEs and small business enterprises are encouraged to participate in this solicitation.

## INSTRUCTIONS TO PROPOSERS

**GENERAL:** All Request for Qualifications are subject to the provisions of the attached General Contract Terms and Conditions. Any terms and conditions included as a part of documents submitted as a part of the Request for Qualifications are waived and will have no effect either on the Request for Qualifications, or any Contract which may be awarded as a result of the Request for Qualifications. **The attachment of any other terms and conditions may be grounds for rejection.**

Pursuant to North Carolina General Statutes (G.S.) 143-48 and Executive Order No. 77, the State of North Carolina, as well as the Federal Transit Administration (FTA) and the United States Department of Transportation (USDOT) invites and encourages participation in this procurement by a business owned by minorities, women, and those with disabilities. This program is known as the disadvantaged business enterprise (DBE) and small business enterprise (SBE) program.

The City of Burlington Department of Transportation is hereby inviting Request for Qualifications from qualified Consultants, with proven experience and expertise, to provide professional engineering, permitting, contracting, construction management, construction inspection, and related services in delivering passenger amenities for Link Transit as well as to provide “on-call” engineering services.

Specific projects would be authorized under a supplemental letter scope of service agreement with a properly negotiated fee. Selection of a consultant by the City of Burlington in response to this Request does not guarantee that professional services will be required. The City of Burlington also maintains sole discretion in assigning projects, if any, to selected consultant(s) throughout the Contract period.

The City of Burlington reserves the right to award this Contract to a single overall Proposer or to make multiple awards upon successful negotiations with Proposers whichever shall be considered by the City of Burlington to be most advantageous or to constitute its best interest. The City of Burlington will not be bound by oral discussions during evaluation process.

**CANCELLATION:** The City of Burlington may terminate/cancel this Contract at any time by providing written notice to the Proposer at least thirty (30) days before the effective date of termination/cancellation.

**\*\*THE CITY OF BURLINGTON WILL NOT BE BOUND BY ORAL DISCUSSION REGARDING THIS REQUEST FOR QUALIFICATIONS.\*\***

**QUESTIONS:** Questions regarding the specifications on this proposal should be referred to John Andoh, Transit Manager at 336.222.7351 or email [jandoh@burlingtonnc.gov](mailto:jandoh@burlingtonnc.gov).

## GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE AND REJECTION**: The City of Burlington reserves the right to reject any and all Request for Qualifications, to waive any informality in Request for Qualifications, and unless otherwise specified by the Proposer, to accept any item in the proposal. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.

2. **TIME FOR CONSIDERATION**: Unless otherwise indicated on the first page of this document, the qualifications shall be valid for 180 days from the date of opening.

3. **INVOICES**: It is understood and agreed that services shall be billed at negotiated rates. Invoicing at variance with this provision will subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item, if applicable.

4. **PAYMENT TERMS**: Payment terms are Net, 30 business days after receipt of correct invoice. The City of Burlington is responsible for all payments under the Contract.

5. **AFFIRMATIVE ACTION**: The successful Proposer will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of those with disabilities, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or disability.

6. **DEVIATIONS**: Any deviation from specifications of the Scope of Work indicated herein must be clearly pointed out; otherwise, it will be considered that services offered are in strict compliance with these specifications, and successful Proposer will be held responsible, therefore. Deviations must be explained in detail on an attached sheet(s).

7. **AWARD OF CONTRACT**: As directed by statute, qualified Request for Qualifications will be evaluated and acceptance made based on the most qualified and a reasonable negotiated cost that is most advantageous to the City of Burlington as determined upon consideration of such factors as: cost offered; the quality of the services offered; the general reputation and performance capabilities of the Proposers; the substantial conformity with the Scope of Work and other conditions set forth in the qualifications; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the City of Burlington to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the City of Burlington or the Proposer, the City of Burlington reserves the right to accept any items or groups of items on a multi-item proposal.

The City of Burlington reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately; or where more than one consultant is needed to provide the contemplated requirements to service, geographical areas; other factors deemed by the City of Burlington to be pertinent or peculiar to the Scope of Work in question.

8. **GOVERNMENTAL RESTRICTIONS**: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the services provided by the Consultant, it shall be the responsibility of the successful Proposer to notify the City of Burlington Purchasing Division and the Link Transit Division at once, indicating in its letter the specific regulation which required such alterations. The City of Burlington reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

**9. INSURANCE:**

**Liability Insurance Requirements**

The successful Proposer shall be responsible for obtaining and maintaining adequate liability insurance to completely and fully protect the City of Burlington against all claims and actions arising out of any and all property damages or personal injury or death as shown in table below. The Proposer shall furnish proof of this liability insurance to be attached to the executed copies of the Contract.

	<b>EACH OCCURRENCE</b>	<b>AGGREGATE</b>
<b><u>GENERAL LIABILITY</u></b>		
<b>Bodily Injury &amp; Property Damage Combined Single Limit</b>	<b>\$1 Million</b>	<b>\$3 Million</b>
<b><u>AUTOMOBILE LIABILITY</u></b>		
<b>Bodily Injury &amp; Property Damage Combined Single Limit</b>	<b>\$1 Million</b>	
<b><u>OWNERS PROTECTIVE LIABILITY OR PROJECT SPECIFIC AGGREGATE</u></b>		
<b>Bodily Injury &amp; Property Damage Combined Single Limit</b>	<b>\$1 Million</b>	<b>\$3 Million</b>
<b><u>EXCESS LIABILITY</u></b>	<b>\$5 Million</b>	<b>\$10 Million</b>

**THE CITY OF BURLINGTON MUST BE NAMED AS AN ADDITIONAL NAMED INSURED ON THE PROPOSER'S POLICY.**

A Blanket Waiver of Subrogation shall apply in favor of the City of Burlington and all additional insureds as required by the Contract for Workers Compensation and General Liability.

<b><u>WORKERS COMPENSATION</u></b>	Statutory limits, as required by law. \$500,000 Employers Liability Limit
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The successful bidder shall be responsible for obtaining and maintaining adequate liability insurance to completely and fully protect the City of Burlington against all claims and actions arising out of any and all

property damages or personal injury or death as shown in table below. The Contractor shall furnish proof of this liability insurance to be attached to the executed copies of the contract.

10. **PATENTS AND COPYRIGHTS**: The Proposer shall hold and save the City of Burlington, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses on account of any patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract, including use by the government.

Any and all copy, art, designs, negatives, photographs, or other tangible items created pursuant to Proposer's performance of this project shall be the property of City of Burlington and shall be delivered to City of Burlington upon completion of the project. Such property shall be transferred to City of Burlington in excellent, reusable condition.

In addition, the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Proposer's performance of this project shall vest in the City of Burlington, and the Proposer agrees to assign all rights therein to the City of Burlington. Proposer further agrees to provide the City of Burlington with any and all reasonable assistance, which the City of Burlington may require to obtain copyright registrations or to perfect its title in any such work, including the execution of any documents submitted by the City of Burlington.

11. **PATENT AND COPYRIGHT INDEMNITY**: Proposer will defend or settle, at its own expense, any action brought against City of Burlington to the extent that it is based on a claim that the product(s) provided pursuant to this Contract infringe any U.S. copyright or patent; and will pay those costs, damages and attorney's fees finally awarded against Customers in any such action attributable to any such claim, but such defense, settlements and payments are conditioned on the following (1) that Proposer shall be notified promptly in writing by City of Burlington of any such claim; (2) that Proposer shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that City of Burlington shall cooperate with Proposer in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from City of Burlington modifications not authorized by the Proposer or from the use of combination of products provided by the Proposer with products provided by the City of Burlington or by others; and (5) should such product(s) become, or in the Proposer's opinion likely to become, the subject of such claim of infringement, then City of Burlington shall permit Proposer, at Proposer's option and expense, either to procure for City of Burlington the right to continue using the product(s), or replace or modify the same so that it becomes non-infringing and performs in a substantially similar manner to the original product; or (c) upon failure of (a) or (b) despite the reasonable efforts of the Proposer for a sold product or licensed software, return the price paid for the licensed software and any product dependent thereon.

12. **ADVERTISING**: Proposer agrees not to use the existence of this Contract or the name of the City of Burlington as a part of any commercial advertising without prior approval of the City of Burlington.

13. **EXCEPTIONS**: All Request for Qualifications are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Proposer's response will be waived and have no effect on this Request for Qualifications or any other Contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Proposer may be grounds for rejection of the Proposer's proposal. The Proposer specifically agrees to the conditions set forth in the above paragraph by affixing his name on the signatory page contained herein.

14. **CONFIDENTIAL INFORMATION**: As provided by statute and rule, the City of Burlington will consider keeping trade secrets which the Proposer does not wish DISCLOSED confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Proposer. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

15. **ASSIGNMENT**: No assignment of the Proposer's obligations nor the Proposer's right to receive payment hereunder shall be permitted. However, upon written request approved by the City of Burlington, solely as a convenience to the Proposer, the City of Burlington may:

- a. Forward the Proposer's payment check directly to any person or entity designated by the Proposer, and.
- b. Include any person or entity designated by Proposer as a joint payee on the Proposer's payment check.

In no event shall such approval and action obligate the City of Burlington to anyone other than the Proposer and the Proposer shall remain responsible for fulfillment of all Contract obligations.

16. **ACCESS TO PERSONS AND RECORDS**: The City of Burlington Auditor shall have access to persons and records as a result of all contracts or grants entered into by the City of Burlington in accordance with G.S. 147-64.7.

17. **AVAILABILITY OF FUNDS**: Any and all payments of compensation of this specific transaction, it's continuing, or any renewal or extension are dependent upon and subject to the allocation of appropriation of funds to the City of Burlington for the purpose set forth in this Contract.

18. **GOVERNING LAWS**: All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina. The venue for any claim(s) shall be the District and/or Superior Court of Alamance County, North Carolina.

19. **ADMINISTRATIVE CODE**: Request for Qualifications, and awards are subject to applicable provisions of the North Carolina Administrative Code.

20. **EXECUTION**: Failure to sign under EXECUTION section will render proposal invalid.

21. **ORDER OF PRECEDENCE**: In cases of conflict between specific provisions in this proposal, the order of precedence shall be (1) special terms and conditions specific to this Request (2) specifications and this Request for Qualifications, (3) City of Burlington General Contract Terms and Conditions, and (4) Proposer's Proposal.

22. **CLARIFICATIONS/INTERPRETATIONS**: Any and all questions regarding this document must be addressed to the City of Burlington named on the cover sheet of this document. Any and all revisions to this document shall be made only by written addendum from the City of Burlington Purchasing Division. The Proposer is cautioned that the requirements of this proposal can be altered only by written addendum and that verbal communications from whatever source is of no effect.



23. **SITUS:** The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

## FEDERAL REQUIREMENTS AND SPECIAL CONDITIONS

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

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

This procurement is subject to the terms and conditions of FTA due to Architectural, Engineering and related services being funded by FTA. As a result, Proposers are required to sign the associated Federal certifications and clauses in Appendixes A and B and include as part of the proposal submission and to be aware of all procurement requirements as defined in the FTA Master Agreement or the Circular 4220 1.F as amended Details available here: <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements> and <https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf>

**1. SYSTEM FOR AWARD MANAGEMENT (SAM):** All Proposers shall be registered with System for Awards Management (SAM) by the time a Contract is awarded. The Proposer must not have been debarred or suspended from participating in Federally funded procurements. A copy of the Proposer's SAM registration must be provided prior to issuance of a purchase order with Proposer. Proposers can register with SAM at [www.sam.gov](http://www.sam.gov).

**2. DBE REQUIREMENTS:** This solicitation and resultant Contract is financed in whole or in part with federal funds and therefore subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In compliance with 49 CFR 26, the City of Burlington has set an overall annual DBE goal comprising both race neutral and race conscious elements. To ensure equal participation for DBE groups specified in 49 CFR 26.5, the City of Burlington has specified a contract goal for DBE participation. **The required goal for DBE participation in this solicitation is 0.11%.**

To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this solicitation's goal applies to all certified DBEs. Only certified DBE participation will count toward the Contract goal for this solicitation. DBE participation will count towards the City of Burlington's federally mandated overall annual DBE goal. In order to ascertain whether its overall annual DBE goal is being achieved, the City of Burlington tracks DBE participation on all federal-aid contracts.

It is the Proposer's responsibility to verify that the DBE Proposer is certified as a DBE by the specified bid submittal due date and time. For a list of DBEs certified by the NCDOT United Certification Program (UCP), go to: [www.ncdot.gov](http://www.ncdot.gov).

The Proposer shall complete and submit the attached DBE form for detailed information. Required forms will be made a part of the Contract. The requirement to advertise for the purpose of identifying potential DBEs is waived.

In an effort to meet the City of Burlington's DBE Program objectives and the City of Burlington's federal DBE goal, this optional item provides opportunities for certified DBE Proposers to Contract with or perform as a subcontractor and to provide goods and services to the City of Burlington. DBEs must be currently certified under the North Carolina Department of Transportation's DBE Program in order to satisfy the City of Burlington's program objectives and federal DBE goal. Certified DBEs, including minority-owned and women-owned businesses, are encouraged to respond to this solicitation directly or to partner with other Proposers.

To obtain a listing of certified DBE Proposers or information about the North Carolina Department of Transportation's DBE Certification Program visit: <https://connect.ncdot.gov/business/SmallBusiness/Pages/UCP%20Certification%20Process%20for%20DBE%20firms.aspx>

Proposers submitting Request for Qualifications are advised that the participation of certified DBE Proposers as contractors, joint venture partners or subcontractors is encouraged for consideration with regard to the work described in this solicitation. Proposers electing to form a joint venture or to subcontract work in response to this solicitation shall make affirmative efforts to involve certified DBEs and shall provide documentation of the results of those efforts. Proposers electing to form a joint venture or to subcontract work in response to this solicitation, but which are unable to utilize certified DBEs, shall document their good-faith efforts to involve certified DBEs as joint venture partners or subcontractors, and the reasons why such involvement was not attainable.

**3. PROTEST PROCEDURES:** Filing Procedure Protests dealing with restrictive specifications or alleged improprieties in solicitation must be filed no later than ten (10) business days prior to Request for Qualifications opening or closing date for receipt of Request for Qualifications. Any other protest must be filed no later than three (3) business days after: 1. Notification of Intent to Award is issued for award of Contract if the Contract award is approved by City of Burlington Council per staff recommendation; or 2. Notification of Award is issued if the City of Burlington Council has delegated award authority to the Purchasing Manager or City of Burlington Council does not award the Contract according to the Notification of Intent to Award.

Protests shall be in writing and addressed to the Purchasing Manager. The protest shall identify the protestor, contain a statement officially declaring a protest and describing the reasons for the protest, and provide any supporting documentation. Additional materials in support of the initial protest will only be considered if filed within the time limit specified above. The protest shall indicate the ruling or relief desired from City of Burlington.

Confidentiality materials submitted by a protester will not be withheld from any interested party, except to the extent that the withholding of information is permitted or required by law or regulation. If the protest contains proprietary material, a statement advising of this fact may be affixed to the front page of the protest document and the alleged proprietary information must be so identified wherever it appears.

**Withholding of Award:** When a protest is filed before opening of Request for Qualifications or closing date of Request for Qualifications, the Request for Qualifications will not be opened prior to resolution

of the protest, and when the protest is filed before award, the award will not be made prior to resolution of the protest, unless the Awarding Authority determines that:

- Items to be procured are urgently needed, or delivery or performance will be unduly delayed by failure to make award promptly; or
- Failure to make award will cause undue harm to City of Burlington. In the event an award is to be made while a protest is pending, the Federal Transit Administration shall be notified if Federal funding is involved.
- The Purchasing Manager shall respond to the protestor within five (5) business days of receiving the protest. A conference on the merits of the protest may be held with the protester.
- Any additional information required by City of Burlington from the protester shall be submitted as expeditiously as possible, but no later than three (3) days after receipt of such request.

**Notification:** The Purchasing Manager shall notify the protester of a decision regarding the protest no later than ten (10) days following receipt of all relevant information.

**Appeal:** If a protester is not satisfied with the decision made by the Purchasing Manager the protester may appeal the decision to the Awarding Authority (City of Burlington City Council) by way of a letter to the Purchasing Manager no later than three (3) business days after notification of denial of the protest by the Purchasing Manager. If the Purchasing Manager is the Awarding Authority the protester will be deemed to have exhausted its appeals to City of Burlington upon receipt of the initial rejection of the protest by the Purchasing Manager. If Federal funds are involved, the protester may file protest with the FTA appealing the final decision of the Awarding Authority. Under limited circumstances, and after the protester has exhausted all administrative protest remedies made available to him at the agency level, an interested party may protest to the FTA the award of a Contract pursuant to an FTA grant. Review by FTA will be limited to:

- Violation of Federal law or regulations.
- Violation of City of Burlington's protest procedures described herein, or failure by City of Burlington of Burlington to review protest.

Protests must be filed with FTA (with a concurrent copy to City of Burlington) within five (5) days after the Awarding Authority renders a final decision, or five (5) days after the protester knows, or has reason to know, that the Awarding Authority failed to render a final decision. After five (5) days, City of Burlington will confirm with FTA that FTA has not received protest on the Contract in question. Circular 4220.1F, as amended, the FTA's Third Party Contracting Guidance, is available for review at City of Burlington Department of Transportation, Link Transit Division office, or online at [www.transit.dot.gov/regulations-and-guidance/ftacirculars/third-party-contracting-guidance](http://www.transit.dot.gov/regulations-and-guidance/ftacirculars/third-party-contracting-guidance).

A copy may also be obtained from the FTA at the following address: Federal Transit Administration Federal Building Region 4 230 Peachtree NW, Suite 1400, Atlanta, GA 30303.

City of Burlington shall not be responsible for any protests not filed in a timely manner with FTA. In the event an award is to be made while a protest is pending, the FTA shall be notified if Federal funding is involved. FTA Determinations to Decline Protest Reviews FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the grantee's decision or that FTA has determined the Contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

## REQUIRED FORMS

### REQUEST FOR QUALIFICATIONS ACKNOWLEDGEMENT FORM

The Proposer hereby certifies receipt of the Request for Qualifications package for the City of Burlington, North Carolina, "Consultant Services to Deliver Link Transit Passenger Amenities Program". This form should be completed upon receipt of the City of Burlington's Request for Qualifications package and faxed or mailed to the City of Burlington. Please email the completed Request for Qualifications Acknowledgement Form to the attention of:

Sonjia Cross  
City of Burlington  
Purchasing Division  
237 W Maple Avenue, P.O. Box 1358  
Burlington, NC 27216  
Email: [scross@burlingtonnc.gov](mailto:scross@burlingtonnc.gov)

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

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

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

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

Please check the appropriate space provided below and provide the requested information:

\_\_\_\_ We plan to submit a Proposal in response to "Consultant Services to Deliver Link Transit Passenger Amenities Program"

Primary Contact Name: \_\_\_\_\_

Contact E-mail address: \_\_\_\_\_

Contact telephone: \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_

Contact E-mail address: \_\_\_\_\_

Contact telephone: \_\_\_\_\_

\_\_\_\_ We do not plan to submit a Proposal in response to "Consultant Services to Deliver Link Transit Passenger Amenities Program."

Reason: \_\_\_\_\_

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**ADDENDA RECEIPT CONFIRMATION FORM**

Consultant Services to Deliver Link Transit Passenger Amenities Program

ADDENDUM #:

DATE:

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I certify that this proposal complies with the General and Specific Specifications and Conditions issued by the City of Burlington except as clearly marked in the attached copy of all addenda for this Request for Qualifications. It is the responsibility of the Proposer to be sure they have reviewed all the addenda associated with this Request for Qualifications.

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Proposer Name

**PROPOSAL SUBMISSION FORM**

Consultant Services to Deliver Link Transit Passenger Amenities Program

This Proposal is submitted by:

Proposer: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: (Typed) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City of Burlington/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_  
(Area Code) Telephone Number

Email: \_\_\_\_\_

It is understood by the Proposer that the City of Burlington reserves the right to reject any and all Request for Qualifications, to make awards on all items or on any items according to what is in the best interest of the City of Burlington, to waive formalities, technicalities, to recover and rebid this Request for Qualifications. Request for Qualifications will be considered valid for one-hundred and eighty (180) calendar days from the date of proposal submission.

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please type or print name)

\_\_\_\_\_  
Authorized Signature

**PROPOSER AND INSURANCE AGENT STATEMENT FORM**

**Consultant Services to Deliver Link Transit Passenger Amenities Program**

We, the Proposer's insurance provider, understand the insurance requirements of these specifications. Evidence of the insurability of the Proposer shall be provided to the City of Burlington prior to Contract execution. If our client is awarded this Contract, we agree to provide the City of Burlington with a thirty (30) day written notice of any intent to amend, terminate, or non-review coverage by the insuring company.

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Insurance Service Provider

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Signature of Insurance Service Provider

Agent: \_\_\_\_\_

Agent's Errors and Omissions

Policy: \_\_\_\_\_

Signature of N.C. Resident

Agent: \_\_\_\_\_

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Amount of Coverage	Number	Date
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\_\_\_\_\_  
Name and Location of Agency

\_\_\_\_\_  
Address of Agency

\_\_\_\_\_  
(Area Code) Telephone Number

## Federal Clauses

### ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

### BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”

### CIVIL RIGHTS LAWS AND REGULATIONS

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

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

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

**2 Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3 Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

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

#### Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.

§ 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.



1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

### Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

## CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

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

## DEBARMENT AND SUSPENSION

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

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

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

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

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

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

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

## ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state

energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

## **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

## **NOTICE TO THIRD PARTY PARTICIPANTS**

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

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

## **FLY AMERICA**

a) Definitions. As used in this clause—

- 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed

international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

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

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

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

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

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

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

## **NOTIFICATION TO FTA**

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

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

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

Intellectual Property Rights

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

Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
  - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
  - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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

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

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

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

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

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

## **PROMPT PAYMENT**

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

## **SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belt Use**

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

### **Distracted Driving**

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

## **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

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

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

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

## **SIMPLIFIED ACQUISITION THRESHOLD**

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

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

## **TERMINATION**

### Termination for Convenience (General Provision)

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

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

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

### Opportunity to Cure (General Provision)

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

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

### Waiver of Remedies for any Breach

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

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

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

### Termination for Default (Supplies and Service)

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

### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default.

The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

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

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

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

#### Termination for Default (Construction)

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

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

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

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

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

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

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

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

## **VIOLATION AND BREACH OF CONTRACT**

### **Disputes:**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of



the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance during Dispute:**

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

**Claims for Damages:**

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

**Remedies:**

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

**Rights and Remedies:**

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

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

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

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

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

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

The undersigned 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. Section 3801, et seq., are applicable thereto.

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

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

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

Signature of notary and SEAL: \_\_\_\_\_

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

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**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    - 1. Debarred,
    - 2. Suspended,
    - 3. Proposed for debarment,
    - 4. Declared ineligible,
    - 5. Voluntarily excluded, or
    - 6. Disqualified,
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    - 2. Violation of any Federal or State antitrust statute, or,
    - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
  - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
  - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    - 1. Equals or exceeds \$25,000,,
    - 2. Is for audit services, or,
    - 3. Requires the consent of a Federal official, and
  - g. It will require that each covered lower tier contractor and subcontractor:
    - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      - a. Debarred from participation in its federally funded Project,
      - b. Suspended from participation in its federally funded Project,
      - c. Proposed for debarment from participation in its federally funded Project,
      - d. Declared ineligible to participate in its federally funded Project,
      - e. Voluntarily excluded from participation in its federally funded Project, or
      - f. Disqualified from participation in its federally funded Project, and
    - 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.
- (3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**Certification**

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

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

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

**THIS FORM IS TO BE COMPLETED BY ANY PROPOSER WISHING TO BE IDENTIFIED AS A DBE OR BY ANY PROPOSER WISHING TO IDENTIFY DBE PARTICIPATION IN ITS PROPOSAL.**

**SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

If a Proposer is a DBE or if a proposer intends to utilize DBE Firms in the development, manufacture, or delivery of goods or services or as a joint venture under this proposal, the following schedule must be completed:

The \_\_\_\_\_ will utilize the following:  
(Name of Proposer)

DBE Firm(s) in the development, manufacture, or delivery of goods or services or as a joint venture under this proposal:

<u>Item # and Description</u>	<u>Name of DBE Proposer</u>	<u>Type of Work or Parts to be Used/Performed</u>	<u>% of Proposal Attributable to DBE</u>
-------------------------------	-----------------------------	---	--

- 1.
- 2.
- 3.
- 4.
- 5.

Total % of Proposal Price Attributable to DBE: \_\_\_\_\_

Signature of Proposer: \_\_\_\_\_

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



**Disadvantage Business Enterprise (DBE)  
Monthly Schedule of Participation and Payment**  
*(To be submitted monthly with request for payment from Link Transit)*

The Code of Federal Regulations 49, 26.37(b), requires the City of Burlington/Link Transit to monitor and verify that work subcontracted to Disadvantaged Business Enterprise (DBE) firms is actually performed by the DBEs. Additionally, the City is required to report the DBE participation on each project. Therefore, it is the City's responsibility to discern whether payments are made to DBE firms.

The following information is **to be completed and signed by the prime contractor**. This document seeks to verify actual payments made to DBE firms. Each DBE firm will be requested by the City to verify the actual payment amount.

**Contractor Name:** \_\_\_\_\_  
**Invoice Amount:** \_\_\_\_\_ **Payment Request No.:** \_\_\_\_\_  
**Payment Period:** From \_\_\_\_\_ To \_\_\_\_\_

Complete the chart below for **All DBE subcontractors** used on the Project/Contract regardless of dollar amount. Report payments that have **already been made** to subcontractors.

**FINAL MONTHLY PAYMENT**

<b>Section 1: Payments to DBE SUBCONTRACTORS</b>				
<b>SUBCONTRACTOR NAME</b>	<b>Description of Work Performed</b>	<b>NAICS Code</b>	<b>Invoice Number(s)</b>	<b>Payment Amount this Period</b>

The undersigned Company certifies the preceding chart is a true and accurate statement of all payments that have been made to subcontractors and suppliers on this Project/Contract. If no subcontractors or suppliers are listed on the preceding chart, the Company certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated.

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Signature) (Print Name)

Email to: [jandoh@burlingtonnc.gov](mailto:jandoh@burlingtonnc.gov)

## SCOPE OF WORK / TECHNICAL REQUIREMENTS

The Scope of Consultant's Services, as currently envisioned by the City of Burlington, would include but not be limited to the following potential areas of work. Consultants are requested to highlight their expertise and experience in these and related areas of designing sidewalks and the placement of transit passenger amenities, including but not limited to bus shelters, benches and signs. Professional services to be provided by the selected Proposer(s) may generally be as follows:

- Surveying and field services as needed. This could include engineering surveying, property research and surveying, right-of-way surveying, and topographic surveys. Both traditional and GPS surveying methods would be included. Preparation of plats suitable for recording may be required for some projects. Field identification and survey of existing rights of way, property lines, and easements as needed. Preparation of final right of way and easement acquisition plans where needed. Provide metes and bounds descriptions for acquisition of right-of-way and easements.
- Engineering analysis, design, and construction plans and specifications as related to municipal pedestrian facility projects. This may include designs of sidewalks, wheelchair ramps, crosswalks, minor storm sewer design, utility relocations, traffic control plans, and other pedestrian facility projects, and to ensure these facilities are ADA compliant and minimize impacts to existing facilities and property. Preparation of estimated quantities and project construction cost estimates would be included in this task. Proposer shall be able to prepare sealed documents. Other stakeholders in this process would be the Transportation Department and Engineering Department.
- Preparation of contract bid documents and management of the bid process for related projects. Proposers should demonstrate an understanding of the City of Burlington's Construction Bidding Process. Construction observation may also be required for some projects.
- Support the City of Burlington in notification of the public via mailings in areas where initial surveying is taking place and in areas where sidewalk construction will take place.
- Management and inspection of all construction activities related to the installation of passenger amenities and sidewalks including, but not limited to, inspection of subgrade, sidewalk slope and width, wheelchair ramps for ADA compliance, concrete forms, expansion joints as required, depth of slab, testing of concrete materials, placing and finishing of concrete, curing and protections, and final grading and cleanup.
- Preparation of plans and submission of any necessary documentation to acquire all necessary encroachments and permits from the North Carolina Department of

Transportation and any other jurisdiction served by Link Transit for sidewalks and passenger amenities installations on State system and other jurisdictions streets.

- Measuring and recording all pay items quantities associated with the installation of passenger amenities and sidewalks, including daily log and inspection record keeping. Reviewing monthly pay applications with all pay items completed that month and complete interviews, maintain files, and review payrolls to ensure compliance with the Davis Bacon Act.
- Other related projects to this Scope of Work not identified.

## **PROPOSAL FORMAT & REQUIREMENTS**

1. Request for Qualifications Organization: To facilitate the City of Burlington's objective review of the Request for Qualifications from different Proposers, the Proposer are requested to organize the main document using a standardized format. Each Request for Qualifications should contain the following:

- A cover letter on company letterhead signed by a Principal or other member of the firm authorized to commit the firm to contract for professional services.
- Table of Contents, with page numbers.
- Information on the following:

Executive Summary: Should address the highlights of the Request for Qualifications, along with the strengths and special expertise of the firm and the associated team to successfully accomplish the objectives of the City of Burlington. Please limit the Executive Summary to one page.

Request for Qualifications: Identify and describe the qualifications of the firm and professional services that may be provided by the consultant or consultant team in response to this Request. The qualifications should include specific work on sidewalk and passenger amenities design, engineering and construction projects and should include examples of such projects. Also identify any State and/or Federal funded work experience in this work. Also include this same information on any proposed sub-consultants. Please note which team members were involved in referenced projects. Please include an approximate dollar amount (professional service fee and construction cost, if applicable) and time period involved in referenced completed or current projects. Highlight any projects performed for the City of Burlington during the past 5 years.

Project Team & Project Management: Please identify the proposed project team (including any subconsultants) and key personnel for the successful completion of projects in partnership with the City of Burlington Transportation Department.

Please include brief resumes of the project team members. Also, please identify the project manager or project managers and any other team leaders proposed, and briefly describe how projects will be successfully managed. It is expected that the team members proposed in the Request for Qualifications will be the ones that will actually work on projects for the City of Burlington. Describe the planned and envisioned workload of the proposed team members for the timeframe of this Contract and verify that proposed staff will be prepared for timely completion of projects under a potential contractual agreement with the City of Burlington. Also describe your quality control methods.

Terms and Conditions of the Contract: The City of Burlington proposes to use a standard City of Burlington contract. This information will be provided to the selected consultant(s) during contract and scope negotiations. Should the Consultant have any special or unusual contract conditions or limitations, the City of Burlington should be advised of these in this section of the Request for Qualifications.

References: Please provide the name, telephone number, and address of at least three references in organizations for whom your firm provided professional services on projects similar to this Request and whom the City of Burlington may contact regarding your firm's performance on their projects.

If the Consultant wishes to submit additional information in support of or to strengthen the Request for Qualifications, such information may be submitted separately in Appendices. **Request for Qualifications must be limited to no more than 20 pages, excluding the cover page, cover letter, table of contents, resumes, and section dividers.**

2. Submission: Proposers wishing to be considered shall submit one (1) signed original and one (1) electronic version of the signed proposal. The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on USB Flash Drive. Proposals must be enclosed in a sealed envelope or package and clearly marked: Consultant Services to Deliver Link Transit Passenger Amenities Program. Please submit to: City of Burlington Finance and Risk Management Department, Purchasing Division, Attention: Sonjia Cross, CLGPO Purchasing Manager at one of the following locations:

**Mail:**  
P.O. Box 1358  
Burlington NC, 27216

**Hand Deliver:**  
237 W. Maple Ave.  
Burlington, NC 27215

on or before **Friday, June 21, 2024 at 3:00 P.M.**, Eastern Daylight Time (EDT). Do not submit any pricing as this will be negotiated based on the most responsive proposals received.

Please note that there will be no public opening of Request for Qualifications. Prices and other proposal information shall not be made public until the proposal is awarded. At



that time the executed Contract and purchase order will become public information. Request for Qualifications must be valid for a minimum period of 180 days from the due date. Request for Qualifications may **not** be withdrawn after the submission date.

1. The package shall be clearly marked **“Consultant Services to Deliver Link Transit Passenger Amenities Program”**. Proposers are fully responsible for the timely delivery of Request for Qualifications. Reliance upon mail or other carriers is at the Proposer’s own risk. Late Request for Qualifications shall not be considered.
2. All inquires regarding technical specifications should be in writing via email and directed to: John Andoh, CCTM, CPM, Transit Manager, [jandoh@burlingtonnc.gov](mailto:jandoh@burlingtonnc.gov) with a copy to Sonjia Cross, CLGPO, Purchasing Manager, [scross@burlingtonnc.gov](mailto:scross@burlingtonnc.gov)
3. This solicitation does not obligate the City of Burlington to pay for costs incurred in the preparation of Request for Qualifications or to award a Contract. The City of Burlington reserves the right to accept or reject any or all Request for Qualifications, or to cancel in part or in whole, this solicitation.
4. A sample Contract is included in this solicitation. The selected Proposer shall sign a Contract with the City of Burlington, substantially similar to that included herein.
5. The initial Contract term shall be three (3) year term with the option to extend for two (2) one 1-year periods. The City of Burlington will evaluate the option to renew at the City of Burlington’s sole discretion.
6. The initial need is for 25 associated passenger amenities and sidewalk designs and engineering plans in year one (1) with additional work over the life of the Contract. Nothing in this request shall imply any set number of sidewalks and/or amenities is to be designed.

## PROPOSAL EVALUATION

1. General: This Request for Qualifications does not commit the City of Burlington to enter into agreement, to pay any costs incurred in the preparation and submittal of a proposal in response to this request or in subsequent interviews and negotiations, or to procure a contract for the project. The City of Burlington will require the selected Proposer, if any, to participate in negotiations of the fees for the project and to submit such scope, technical and/or other revisions to the Request for Qualifications as may result from negotiations. The City of Burlington reserves the right to perform all or some of the services described in this document with its own work force. The City of Burlington also reserves the right to issue future Request For Qualifications (Request for Qualifications) and solicit responses from firms not selected as part of this process.
  
2. Qualifications-Based Selection Criteria: Request for Qualifications/Request for Qualifications are traditionally evaluated and ranked based upon objective Qualifications-Based criteria. The City of Burlington reserves the right to request an interview with any potential Proposers during the selection process. Should the City of Burlington see the need to interview potential Proposers, the potential Proposers will be notified as early as possible in the proposal review process. The selection criteria are as follows:
  - Responsiveness to the City of Burlington’s Request for Qualifications.
  - Relevant experience, expertise, and qualifications of the firm and project team members.
  - Comments on Consultant’s performance on previous projects by the References provided by the Consultant.
  - Project management (strength and experience on similar projects).
  - Overall technical capabilities within Pedestrian Facilities design, construction management, and construction inspection.
  - Familiarity with the standards and requirements of the City of Burlington for construction plans, specifications, and bidding.
  - Track record in delivering quality professional services in a timely manner on past projects.
  - Information obtained through interviews with short-listed consultants, if applicable .
  - Any special or unusual Terms and Conditions for the contract.

3. Schedule for the Selection Process: The following is the anticipated schedule for the selection process:

<b><u>Item</u></b>	<b><u>Date</u></b>
City of Burlington issues Request for Qualifications	May 28, 2024
Completed Request for Qualifications due to City of Burlington	by 3:00 PM, Friday June 21, 2024
City of Burlington review of Request for Qualifications and Selection of	July
Short List of Qualified Consultants if applicable	July
Interviews with potential Qualified Consultants, if needed	July
City of Burlington selects Most Qualified Consultant(s)	On or before July 31, 2024
Contract award by City Council	August 2, 2024
Submittal of complete and signed Master Contract Documents.	On or before Aug 31, 2024

## VIII DRAFT CONTRACT

THIS CONTRACT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between \_\_\_\_\_ (a corporation organized and existing under the laws of the State of \_\_\_\_\_), hereinafter called the Contractor, and the City of Burlington, hereinafter called The City of Burlington.

WITNESSETH, that the Contractor and The City of Burlington, for the consideration stated herein, mutually agree as follows:

ARTICLE 1 - Statement of Work, The Provider shall complete the project as described in the Request for Qualifications issued on May 28, 2024, any addenda to the document, and in the Provider's proposal, dated \_\_\_\_\_. These documents are hereby incorporated by reference.

ARTICLE 2 - The Contract Price, The City of Burlington will pay per the following schedule for \_\_\_\_\_.

ARTICLE 3 - Contract Documents, the executed Contract documents shall consist of the following:

- a. Change Orders and Supplements to this Contract
- b. This Contract
- c. Signed Copy of Proposal
- d. Addenda to Proposal Documents
- e. Request for Qualifications Documents

This Contract, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provisions of any other component part, the provisions of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**IN WITNESS THEREOF**, the parties hereto have caused this Contract to be executed in on the day and year first above written.

(PRINT OR TYPE THE NAMES UNDERNEATH ALL SIGNATURES)

Attest: \_\_\_\_\_  
*Contractor*

\_\_\_\_\_  
*Witness* By: \_\_\_\_\_  
*Company Official:*

\_\_\_\_\_  
*Witness* \_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*City of Burlington/State*

City of Burlington, North Carolina .  
*The City of Burlington*

\_\_\_\_\_  
*City of Burlington Clerk* By: \_\_\_\_\_  
*City of Burlington Manager*

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

*Corporate Certification*

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the corporation named as the *Contractor* herein, and that \_\_\_\_\_ who signed this Contract on behalf of the *Contractor*, was then \_\_\_\_\_ of said corporation; and further that said Contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
*(Corporate Seal)*

\_\_\_\_\_  
*DATE*