



## **REQUEST FOR QUALIFICATIONS**

**GATRA Contract No. P2024-042**

*Design and Construction Phase Services for  
GATRA Wareham Bus Maintenance Facility*

April 2024

## **RFQ**

### **Table of Contents**

<b>I. PROJECT BACKGROUND</b>	<b>3</b>
<b>A. Project History</b>	<b>3</b>
<b>B. Existing Conditions</b>	<b>3</b>
<b>C. Existing Reports, Plans, and Other Documents</b>	<b>4</b>
<b>II. PROJECT PURPOSE</b>	<b>5</b>
<b>III. SCOPE OF SERVICES</b>	<b>5</b>
<b>A. Overview</b>	<b>5</b>
<b>B. GATRA Plans, Policies and Procedures</b>	<b>6</b>
<b>C. Project Scope</b>	<b>6</b>
<b>D. Outcomes</b>	<b>26</b>
<b>IV. SUBMISSION REQUIREMENTS</b>	<b>27</b>
<b>A. General Requirements</b>	<b>27</b>
<b>B. Qualifications Package Contents</b>	<b>27</b>
<b>C. Procedures for Inquiries</b>	<b>28</b>
<b>V. EVALUATION PROCESS</b>	<b>28</b>
<b>VI. CONTRACT NEGOTIATIONS</b>	<b>29</b>

## **I. PROJECT BACKGROUND**

### **A. Project History**

The Greater Attleboro Taunton Regional Transit Authority (GATRA) is designing and constructing a new maintenance facility on property it purchased at 2345 and 2347 Cranberry Highway in Wareham, Massachusetts. The new bus facility will include administrative space, operations space, bus spaces for maintenance, and exterior parking and circulation.

### **B. Existing Conditions**

GATRA owns two parcels located at 2345 and 2347 Cranberry Highway, Wareham, MA 02576. The properties contain a vacant lot and two unoccupied residential building. The vacant lot is located at 2345 Cranberry Highway and the residential buildings are located at 2347 Cranberry Highway. The western portion of the property is covered with an asphalt-paved parking area and the remains of the former 2345 Cranberry Highway building foundation. This area is vacant land. The eastern portion of the subject property contains two unoccupied residential building at 2347 Cranberry Highway. The eastern portion also contains a concrete slab parking area. The back portion of the property is landscaped with grass and trees along the perimeter. The western portion of the property contains vegetation and is vacant land. Two septic systems and a septic leach field exist at the subject property. It should also be noted that a 100-gallon propane aboveground storage tank (AST) was historically located on the subject property. No visual evidence of underground storage tanks (USTs) (e.g., vent pipes, fill ports), potable water wells, monitoring wells, clarifiers, or dry wells was observed during previous site visits.

The properties are in a residential area within the Town of Wareham. The subject property is bordered to the frontage by Cranberry Highway, adjacent to Kaip's Outboard (boat repair shop). The subject property is bordered to the east by Cranberry Highway, beyond which is Vel's Family Restaurant and Lounge (restaurant with associated parking lot), and by a residential property. The subject property is bordered to the south by residential properties, beyond which are Gault Road and David's Way. The subject property is bordered to the west by Auto Center (auto repair shop) and by residential properties, beyond which are additional residential properties.



**C. Existing Reports, Plans, and Other Documents**

The following documents are available to Consultants for use in preparing proposals at:

- Phase I Environmental Site Assessment 2345 and 2347 Cranberry Highway, Wareham, MA 02576.
- Existing Site Plan prepared by Merrill.
- Proposed Site Plan prepared by Merrill.
- JNJ Holdings LLC permitting set for 2371 Cranberry Highway
  - Representative sample of a building permitted through the town and consists of the type of design/building GATRA would like for its maintenance facility.
- GATRA Draft Submittal Package for Illumient Smart Off-Grid System
  - Representative lighting used at other GATRA facilities.
- Specifications:
  - Con-Serv Eliminator Spot Free Rinse System, Con-Serv Self Cleaning Stainless Steel Zero Maintenance Filter, Munox Series 1 Wastewater Inoculant, and MTI Maintenance Technology Water Reclamation with Ozone Flow Chart
    - Representative bus wash system for the maintenance facility that should be similar in nature to one constructed at the GATRA Taunton facility.
  - ChargePoint's Express 250 charging station for battery electric bus (BEB) fleet.

The preliminary construction cost estimate for this project at 100% design is \$6,000,000.00.

The baseline schedule for this project includes the following:

- Design: 6 months.

- Construction: 6 months with 3 months for move in/close out.

## **II. PROJECT PURPOSE**

- The goal of this project is to construct a new GATRA bus maintenance facility by the Summer of 2025 at 2345 and 2347 Cranberry Highway in Wareham. The new facility will be a slab on grade steel metal building that includes administrative space and bus bays. The facility will include:
  - Four (4) bays with a service lane and 2 bays deep; similar to the GATRA facility in Taunton.
  - Two (2) locker rooms
  - Eight (8) basic offices
  - Electric charging for the vehicles will be needed in the facility and outside as well.
  - Parking for 45 vehicles outside
  - Electric systems, including solar panels on the roof.
- This project has a DBE goal of 7.6%.

The facility will contain areas for storage, diesel and gasoline fueling, washing, maintenance, support, administrative, and management capabilities required to support a fleet of 36 vehicles including 6 buses (no more than 30 feet), 27 vans, and three additional vehicles. All transit vehicle maintenance will be performed indoors. Storage functions will be performed outdoors. The facility will be on town water but will need to have a septic system in the front of the property. The facility's roof will be designed to withstand solar panels.

This RFQ seeks submissions from qualified, multi-disciplined teams with a depth of resources to ensure each task to be performed during the execution of the services can be completed promptly and accurately, resulting in a quality project. Each task must be coordinated with prior tasks and follow-on tasks.

## **III. SCOPE OF SERVICES**

### **A. Overview**

GATRA has procured the services of an Owner's Project Management (OPM) consultant, referred to as the "OPM," to assist GATRA in project management, design management and construction management activities. GATRA has also procured the services of a Site Engineering consultant to assist GATRA in preparing the existing conditions plan, the proposed site plan, design the septic system, and assist with municipal approvals.

GATRA is seeking to enter a contract for the GATRA Wareham Bus Maintenance Facility with the selected consultant that includes the services as summarized below. The selected consultant will provide the necessary services to manage and coordinate the activities required to complete all tasks assigned under the contract for all phases of the project, as deemed appropriate by GATRA and in coordination with the OPM and Site Engineering consultant.

This authorization will cover services for 25% Design Phase through Construction Phase

services.

Disciplines required to deliver the scope of services may include, but are not limited to: architecture and landscape design, multidiscipline engineering (i.e. civil, structural, fire protection, electrical, and mechanical); environmental services; and code compliance. The major categories of services are:

1. Design Phase Services (includes preparation of documents for Permitting Phase)
2. Bid Phase Services
3. Construction Phase Services

The services will be delivered on a phase-by-phase basis. Project phases for this project are defined to be:

Phase II	Preliminary Design (25%, including foundation), to be submitted within 60 days of Notice to Proceed for submission to the Town of Wareham's ZBA, Planning Board and other permitting as necessary.
Phase III	Final Design (100% - PSE)
Phase IV	Bid Phase Services
Phase V	Construction Phase Services with goal of building occupancy by June 2025.

At the completion of each phase, GATRA reserves the right, with or without cause to:

- a) Advance to the next phase(s) of work with the selected Consultant;
- b) Utilize another firm for the subsequent phases of work on the Project;
- c) Terminate the selected firm's work on the Project; or
- d) Terminate the project.

**B. GATRA Plans, Policies and Procedures**

The Consultant shall perform the Scope of Services in compliance with applicable GATRA Policies and Procedures. These policies and procedures include but are not limited to:

- All FTA clauses applicable as included with this RFQ.

All work shall be performed in accordance with GATRA directives, standards and guidelines as well as all applicable local, state, and federal codes, laws, statutes, ordinances, regulations, orders, and decrees. Federal Transit Administration (FTA) funding will be utilized on this project and federal rules and regulations will need to be adhered to.

**C. Project Scope**

The GATRA Wareham Bus Maintenance Facility will be located at 2345 and 2347 Cranberry Highway in Wareham, Massachusetts. The project involves the demolition of the existing buildings and foundation at the project site location, all necessary site preparation and improvements, traffic improvements, civil and site utility upgrades and construction of a new GATRA Wareham Bus Maintenance Facility. The GATRA Wareham

Bus Maintenance Facility will consist of one structure that will include a maintenance area, office space, and a bus charging and wash area.

The primary disciplines involved in this project include, but are not limited to architectural, civil, environmental, MEP, fire protection, and utilities engineering.

The consultant scope for this effort will include 25% and 100% design submissions, cost estimates, construction schedule and PS&E bid package development in accordance with GATRA standards. The consultant scope will also include construction phase services (CPS).

The GATRA Wareham Bus Maintenance Facility will include (to be updated with final basis of design report):

#### **Buildings/Structures**

- 8,250 sq. ft., approximate building footprint is 75 ft. x 110 ft.
- On-site storage capacity for 36 vehicles
- One (1) 2,750 sq. ft. service lane
- Four (4) 1,375 sq. ft. maintenance bays
- Eight (8) Offices
- Storage space on a 2<sup>nd</sup> floor mezzanine
- Two (2) sets of restrooms and locker rooms and their standard associated amenities
- Security design and system:
  - Access controls and surveillance cameras.
  - Communications for Emergency Responder Access Gates.
- Specialty Equipment as needed for building operations.
- MEP design and system for:
  - Coordination with Authorities having jurisdiction
  - Fully electrified
  - Building HVAC
  - Building plumbing for restrooms and any other washing areas.
- Electrical design and system for building, site and solar power for:
  - Coordination with Authorities having jurisdiction
  - Power systems and utility connections
  - Building interior and site/outdoor lighting
  - Building power distribution
  - Electric bus charging equipment
  - Backup generators
  - Solar panels
- Fire protection design and system for:
  - Coordination with Authorities having jurisdiction.
  - Prefabricated building fire/smoke detection system.
  - Prefabricated building wet-pipe sprinkler system.
- Building, ZBA, Site Permitting and any other coordination with Authorities having jurisdiction.
  - Massachusetts Environmental Policy Act (MEPA) Office.

### Site Development

- Soil disposal and/or soil re-use on GATRA property
- Bus and personal vehicle access to the site
- Stormwater management
- Landscaping/screening
- All necessary permits and coordination with Authorities having jurisdiction

### Environmental

- All necessary permits and coordination with Authorities having jurisdiction

The Consultant shall be knowledgeable of and shall execute the Project in accordance with all current applicable codes and standards, including but not limited to AREMA, the Massachusetts Building Code, the Americans with Disabilities Act (ADA), Massachusetts Architectural Access Board (MAAB) compliance, and MEPA.

As part of the Submission, the Consultant is required to provide GATRA with a detailed Scope of Services and deliverables for all Phases necessary to achieve the Project purpose, goals, and outcomes. If any relevant tasks and deliverables are omitted from Section II.C, the Submission should incorporate them and explain why they are necessary.

### **GENERAL PROJECT MANAGEMENT SERVICES**

The Consultant shall provide a Project Management Team (Team) to manage and coordinate all necessary work to complete the assigned tasks. Provide project management, disseminate data, monitor costs, and ensure work is produced and submitted within the approved timeframe and budget. General Project Management Services are not a separate project phase. General Project Management Services are to be performed through all project phases (Phase I – Phase IV).

Project management services shall be provided on a daily basis throughout the duration of the Contract and include:

#### **1. Project Team**

Provide Project Manager, Project Architect, Quality Assurance/Quality Control (QA/QC) Manager, Cost Estimator, Design and Construction Phase Scheduler, Municipal Liaison, Fire Protection Engineer, and other key personnel to the extent required to execute the required scope of services within the agreed upon project schedule and fee.

#### **2. Quality Assurance/Quality Control (QA/QC) Manager**

Designate a QA/QC Manager with the responsibility and authority to ensure that all members of the consultant team adhere to their respective QA/QC procedures and that GATRA's quality policy is implemented and maintained on the Project.

Identify quality problems; initiate, recommend or provide solutions to GATRA Project Manager. GATRA will require a designated QA/QC Manager throughout the duration of the Project. The Consultant QA/QC Manager shall complete a minimum



of one internal quality assurance audit during each phase of the project to confirm the Consultant is meeting the intent of their approved QA Plan.

**3. Municipal Liaison**

Designate a Municipal Liaison to be involved throughout the duration of the Consultant's contract on and as needed basis. The Consultant's Municipal Liaison shall work with GATRA Project Manager to respond to municipal concerns/complaints/ inquiries, as required, to support design and construction activities. These efforts may include but are not limited to coordination with stakeholders, abutters, MassDOT, local utilities, and appropriate municipal departments' projects within the vicinity of the project that will impact and/or be impacted by this Project.

**4. Project Management Plan (PMP)**

Develop a Project Management Plan (PMP) incorporating all required elements of the Project. The PMP shall be prepared and updated throughout the duration of the Project and shall include, but not be limited to the following project elements required to manage and control the work:

- (1) Project Definition
  - o Regulations
  - o Project Scoping and Schedule
  - o Project Budget
  - o Financing/Funding
  - o DBE Goals
- (2) Organization and Governance
  - o Project Organization
  - o Management Team
  - o Discipline Leads
  - o Roles and Responsibilities
- (3) Implementation Plan
  - o Overview of Project Approach
  - o Operations Impacts
  - o Safety and Security Plan
  - o Environmental Assessment and Mitigation Plan
  - o Construction Turnover to Operation Transition Plan
- (4) Project Controls
  - o Work Breakdown Structure
  - o Project Cost Management Plan
  - o Project Schedule and Major Milestones
  - o Document Control Plan
  - o Risk Register and Mitigation Plan
- (5) Project Quality Control/Quality Assurance Plan, including subconsultant QC/QA plans
- (6) Project Change Management Plan
- (7) Stakeholder Management Plan
  - o Outreach and Communications Plan

The PMP may be reviewed and approved by the FTA or other agency at various stages of the project and updated as required. The PMP shall include, but not be limited to the sections outlined above. Other sections are to be added as required or necessary. This document is required to be submitted within 30 days of NTP.

**5. Project Quality Control and Quality Assurance (QA/QC) Plan**

Develop a Project QA/QC Plan and update and maintain the Plan for the duration of the project. The QA/QC Plan shall include or reference the QA/QC Plans of any subconsultants. The QA/QC Plan must meet the requirements of the funding source and shall be submitted to GATRA for approval.

**6. Project Change Management Plan**

Develop a plan for managing the Change Control process. This process is to address changes to the project baseline documents to ensure the project's work scope, schedule, and cost do not spiral out of control.

**7. Transition Plan - Project Construction Turn Over to Operations**

Develop and manage the required permitting, certifications, charts, warranties, maintenance information and licensing, and all other approvals for all equipment and systems installed for infrastructure improvements designed/constructed under the Contract.

Consultant shall facilitate the turnover from construction to operations.

**8. Monthly Project Progress Report and Progress Monitoring**

- (1) Submit a Work Breakdown Structure (WBS) report on the progress of work monthly to GATRA. The report shall clearly, graphically relate funds expended to work completed. The format shall be approved by GATRA.
- (2) Provide a Progress Monitoring Report detailing design progress.
- (3) Prepare and submit monthly DBE compliance reports to GATRA per goal described in Section II. Prepare and submit quarterly DBE compliance reports to GATRA.
- (4) Prepare and submit Monthly Progress Reports at least three (3) working days prior to the scheduled monthly progress meeting. Each monthly progress meeting shall include a review of the Monthly Progress Report. Each Monthly Progress report shall include, but not be limited to:
  - (a) An executive summary of the work completed during the reporting period by subtask.
  - (b) A schedule of deliverables listing all deliverables of the contract and the planned versus actual submittal dates. Include a detailed explanation of any variances between scheduled and actual delivery dates.
  - (c) Descriptions of on-going work and projected work.
  - (d) Updated risk register with an identification of issues with recommended actions.
  - (e) A monthly financial summary detailing actual cost invoiced to date, by subtask, and task, versus the originally budgeted dollars. This data is to also be presented in a line chart format.

- (f) Project Resource Allocation Chart detailing actual hours spent to date by subtask versus originally estimated hours.
- (g) Utilize "Ball-in-Court" or other means to status and update project activities requiring follow-up; should include date or duration for expected resolution and completion of each action.
- (h) Summary of Project Meetings held during Month.

**9. Project Meetings/Presentations/Briefing**

Meet with GATRA, GATRA's OPM, and GATRA's site engineering team weekly to provide a project status update and discuss relevant issues. The meeting will include the Project Manager and all relevant staff. Convene regularly scheduled project meetings with the stakeholders, other GATRA Departments, Contractor and others as necessary to discuss project schedule and performance issues. Develop and prepare agendas, graphics, and other material as requested/required for all meetings and to facilitate project development. Document and submit meeting minutes within three (3) working days of the meeting for all meetings, teleconferences and communications.

**10. Agency Coordination and Stakeholder Outreach**

The Consultant shall coordinate among GATRA and all stakeholders identified by GATRA, including, but not limited to, the Town of Wareham, Wareham Fire Department, MassDOT and Eversource.

The Consultant shall coordinate with the various GATRA departments as directed by the GATRA Project Manager. Coordination will include participation in meetings, preparation of meeting materials, and submission of meeting minutes. Coordination will also include preparation of correspondence, reports, sketches, tracking information, document control, and other elements required to facilitate project design criteria.

**11. Cost Estimation**

Prepare an itemized (CSI format) engineer's cost estimate as part of each design submission and Cost Growth Report. Advancement to the next design phase will be contingent upon, but not limited to, GATRA's determination of an acceptable Engineer's estimate.

**12. Design Schedule**

The project cost loaded design schedule shall be prepared by the Consultant and updated monthly to reflect the progress of the work. This project schedule shall be provided to GATRA for review and approval. The project schedule shall include project/program specific elements (architectural, civil, structural, mechanical, electrical, QA/QC, community participation, etc.) and any system-wide elements and be submitted monthly to GATRA for review and approval along with other monthly reports. The Project Design Schedule shall be updated to address impacts or time savings introduced during the design process.

The Consultant shall meet with GATRA monthly to discuss schedule, cost and other contractual matters.

## **PHASE I: PRELIMINARY DESIGN (25%)**

The Preliminary Design builds upon the 25% basis of design report through further development of the plans, sections, typical construction/fabrication details, and equipment layouts. The Consultant will use BIM360 for this project with access provided to GATRA, GATRA's OPM, GATRA's site engineering team and any other parties at GATRA's direction. Also, compliance with all FTA rules and regulations will need to be followed as federal funding will be included in the project.

In addition to the requirements detailed under General Project Management Services, Phase II Preliminary Design also includes, but may not be limited to, the following tasks:

### **1. Code Analysis**

Prepare a written project code and egress analysis report to confirm that requirements of all building and other regulations including NFPA 130, the Massachusetts Building Code (IBC and IEBC), ADA, and AAB have been met by the project design. This report shall document the potential codes reviewed and the results of the review, as well as a summary of the requirements. In addition, this report shall document any coordination / meetings with appropriate code officials (i.e. Authority Having Jurisdiction (AHJ's)). In addition, the Consultant shall supply a drawing that shows the accessible paths associated with this project.

The code analysis shall be maintained and updated as required throughout all subsequent stages of the project design (Phases III-V).

Any part of the project design that does not meet the full intent of the code, and which may require a waiver or variance, shall be brought to the immediate attention of the GATRA Project Manager.

### **2. Environmental Management Plan**

Assist GATRA in obtaining the necessary regulatory approvals such as environmental permits, State and Local permits and FTA approvals as requested or required.

### **3. Permitting**

The Consultant shall review the project scope to determine all required Federal, State and local permits to be obtained. The Consultant will have the lead responsibility in verifying that all construction permits including Massachusetts Department of Public Licensure (DPL) have been obtained prior to the start of construction.

### **4. Utilities Investigations**

Along with the initial survey information, all utility information will be identified and located which may be impacted by the Project. The existing conditions survey shall identify all existing utilities. Identify which utilities will need to be relocated and/or replaced to allow for this project.

### **5. Architecture**

Review and verify data and material on vehicle systems, operations, and impacts to systems modifications necessary to make the project operable, maintainable, and

ADA compliant. Ensure all applicable codes and standards are met and systems are compatible with and common with GATRA systems.

Develop streetscape design that addresses surface impacts from the project. Impacts may involve pedestrian walkways, accessibility, and other elements. Streetscape design must be compatible with the appropriate municipality, neighborhood, regional or existing master plans. Consider neighborhood and residential concerns when designing low maintenance surface illumination. Develop landscape design to aesthetically enhance the project while also aiding with screening and shade as necessary.

Prepare the design, incorporating operations and maintenance requirements, community concerns, ramps, detectable warning strips, signals and communications as necessary (Telecommunication Device for the Deaf (TDD) LEDs, PA system), signage, lighting, surface materials, and benches. Ensure all applicable codes and standards are met and systems are compatible and common along the corridor and GATRA network, and ADA compliant.

#### **6. Civil Engineering**

Coordinate with the site engineering team as directed by GATRA.

Research underground utility information using field and records research techniques and contact Dig Safe. As directed by GATRA, develop a Utility Protection Plan and meet and consult with the town and other utility entities to identify potential impacts and to determine feasibility of relocating utility lines as needed.

Investigate and prepare plans for the re-establishment of proper drainage systems.

Ensure slope design provides stability and complies with GATRA standards.

#### **7. Structural Engineering**

Develop structural design at the 25% level of completion. Information on alternative foundation and structural systems shall be assembled and evaluated. Existing soils information and soils data obtained during earlier tasks shall be reviewed. Local, state and federal codes, regulations and requirements shall be considered to recommend the best system for the existing conditions. Based on this information, foundation and structural systems shall be evaluated relative to the responsiveness to the building operation, the economic merit and the long-term durability.

#### **8. Electric Power System Design**

Perform electric power system review to ensure GATRA has sufficient electric power available for the project's proposed systems, including all facility or system uses. Lighting systems shall utilize energy-efficient, high-intensity discharge light sources wherever practical. Site power distribution systems and voltage levels shall be analyzed on the basis of site distribution requirements for the purpose of economical first costs and operating costs. The interior power distribution systems design shall be based upon flexibility and economics. Plug-in bus ducts in shop areas shall be considered for ultimate flexibility.

Design electric power supply to accommodate battery electric fleet.

Design electric power systems including generator hookups.

Prepare load request for Eversource.

**9. HVAC**

Alternative HVAC systems shall be evaluated for the new facilities. The design for the facility should emphasize energy conservation to minimize annual HVAC costs by use of insulation, programmed thermostats, makeup air system, use of local unit heaters, spot heating by means of radiant panels or a combination of these methods. One important function of the ventilation system design is the removal of exhaust gases. Pollutants from vehicles shall generally be dispersed inside the maintenance facility as the vehicles enter, leave and are tested/repaired inside the building. Exhaust for this situation is best handled using ducted vehicle exhaust fans.

**10. Plumbing**

Various piping systems shall be introduced in this project. Aside from conventional domestic hot and cold water systems and drainage systems for shops and areas related to employees' needs (i.e., restrooms, locker rooms, break rooms, others), certain specialty systems shall be considered. Examples of such systems include the following:

- (1) Oil/water separators for discharging the drainage to the site system shall be required in the vehicle servicing and maintenance areas.
- (2) Sand interceptors shall be provided on the drainage system for areas where vehicles will be washed.
- (3) Compressed air system shall be designed suitable for plant usage.
- (4) Water regeneration system for service lane.

**11. Fire Protection**

Develop a fire protection strategy and an energy storage system hazard mitigation analysis as applicable in accordance with the Massachusetts State Building and fire code and NFPA 855 in coordination with the local Fire Department. Once approved, develop the corresponding design.

**12. Maintenance Equipment**

Major equipment items required for the new facility shall be finalized with GATRA personnel. A list is to be developed indicating the equipment, including specifications and cut sheets, necessary to carry out all required functions. The list also shall identify any existing owned/leased equipment to be incorporated into the new facility. Any long-lead items, as well as shorter-term alternates, shall be identified by the Design Team at this time.

**13. Life Safety Systems**

The identification of requirements for life safety systems and the preliminary design of those systems shall be undertaken as part of this work item. Fire alarms systems shall be investigated, and appropriate systems recommended for inclusion in the design. Other related work shall include coordination of alarm panels with

emergency power and radio communications systems. All systems shall be designed in accordance with all applicable codes and regulations including ADA.

**14. Construction Staging and Traffic Mitigation Plan**

Develop detailed construction sequencing and staging, including each authorized and on-going project component assignment. The Plan must address earth removal, storage, transport, and disposal plans and locations, contractor lay-down areas, staging areas, and work zones with construction access points. The drawings must also show public areas and parking changes as well as pedestrian, automobile, bus, delivery, and bicycle detour routes as needed.

The staging plan must strive to optimize the construction schedule while maintaining costs and accommodating public access and safety of GATRA and other transit operations. The safety of the public shall be of paramount importance in guiding the process of developing staging plans.

The Consultant will work with GATRA to define the best procurement method for GATRA in order to meet project goals and effective operational date.

**15. Risk Analysis**

Perform risk analyses, participate in risk workshops, develop a list of risks, risk register and risk mitigation management plan, and model risk impacts to cost and schedule.

**16. Safety and Security Plan**

The design shall be in accordance with the safety and security requirements as set by GATRA and Federal Transit Administration. Ensure communications and security have technical capabilities to integrate into overall GATRA network.

Develop, implement and update the Safety and Security Plan to reflect design development and to meet anti-terrorism requirements. Complete a project security review to confirm adequacy of cameras and other security devices are included in the design. The design shall be in accordance with the requirements of GATRA.

**17. Review Meeting for 25% Design:**

At the completion of 25% design, prepare for and participate in a 25% Design Review Meeting. The purpose of the meeting is to ensure that all scope elements have been identified and that coordination among project disciplines has occurred. GATRA and its OPM will provide comments on the 25% plan set that will be discussed and addressed at the meeting.

**18. Bus Battery Charger and Charge Management System Plans**

The facility plans to include CPE 250 chargers at each parking spot in addition to several locations for fast charging. The facility is anticipated to start with two (2) Level 3 chargers and four (4) Level 2 chargers.

Research the available charging technology to confirm the design is in line with the most efficient and effective approach given GATRA's operations' needs. Propose a bus alignment operation plan to optimize charger feeder layout in event of outage or

bus issue.

Develop the 30% Basis of Design (BOD) for the electric bus charging equipment. Develop bus charger electrical schematics, block diagrams and one-line diagrams for power and control circuits. Develop best charger feeder arrangement to optimize lane departures under various failure modes.

### **Phase I Deliverables**

Phase I deliverables include, but are not limited to the following:

- 25% Design Plans, Preliminary Specifications, Project Schedule (Design and Construction Time Determination) and Construction Cost Estimate
- 25% Code and Egress Analysis Report
- 25% Project Checklist
- 25% Commissioning Agent Plan, Preliminary Specifications
- Updated PMP
- Environmental Compliance Approach/Plan Design Report
- Permitting Report
- Utility Protection Plan
- Utility Investigation Report
- Risk Register and Risk Mitigation Management Plan
- Long Lead Procurement Plan
- Operations Analysis Report
- Constructability Report
- Safety and Security Plan
- Mobility Plan
- Pedestrian Network Diagram
- Monthly Progress Reports (including progress schedule, accrual reports and DBE compliance reports and performance metrics)
- Meeting Minutes

### **PHASE II: FINAL DESIGN**

Any changes to the 25% documents should be included in a report and included with the 100% submission. In addition to the requirements detailed under General Project Management Services, Phase II Final Design also includes, but may not be limited to, the following tasks:

1. **Prepare 100% Plans, Specification, Engineer's Estimate and CTD**  
Incorporate all comments from the 25% design submission. Perform final coordination and quality control and quality assurance prior to bid.
2. **100% Design Phase Review Meeting**  
At the completion of 100% design, prepare for and participate in a 100% Design Review Meeting. The purpose of the meeting is to ensure the plan set is ready bid for construction. If needed, GATRA and its OPM will provide comments on the 100% plan set that will be discussed and addressed at the meeting.



**3. Prepare Plans, Specifications and Engineer's Estimate**

Documents must include everything necessary to procure the intended scope, quality and design without, barring unforeseen conditions, requiring change orders during construction. Documents must be stamped by a MA registered Professional Engineer or Architect, as applicable.

**4. Code Analysis**

The code analysis shall be maintained and updated as required.

**5. Environmental Documentation and Permitting**

All permits and environmental approvals must be in hand by the completion of 100% design. State and Federal Environmental Requirements and Permits (i.e., NEPA, MEPA, 4F, Section 106, US Clean Water Act, MA Wetlands Protection Act, etc.) must be cleared.

**Phase II Deliverables**

Phase II deliverables include, but are not limited to the following:

- Updated Basis of Design Report (100%)
- Final Design Plans, Specifications, Engineer's Estimate and CTD (100%)
- PS&E Bid Documents (Plans, Specifications, Engineer's Estimate and CTD)
- Final and approved Environmental Applications and Permits
- Code and Egress Analysis Report Update
- Project Checklist
- Updated PMP
- Design for the Environment Guidance Report Update
- Risk Register and Risk Mitigation Management Plan Update
- Construction Staging and Traffic Mitigation Plan
- Construction Contract Procurement Phase Services

**PHASE III: BID PHASE SERVICES**

The Consultant shall provide the following Bid Phase Services to support GATRA throughout the contractor bid period, from advertisement of the bid documents for construction through Contractor NTP.

1. Respond to Contractor questions and prepare addenda to be issued to the interested bidders.
2. Participate in the Pre-Bid Conference, as required.
3. Participate in the site visit for interested bidders, as required.
4. Perform an analysis of bid results and furnish recommendations on the award of the construction contract and submit to the GATRA Project Manager within three (3) business days of the bid opening.
5. Within three (3) business days of bid opening, the Consultant shall provide a complete conformed set of drawings and specifications, which updates all design changes made during the bid phase period, to the GATRA Project Manager.
6. The Consultant must certify that any changes/addenda made during the bid phase period that result in cost implications are recorded and updated within the Estimated

Construction Cost by the Engineer's Professional Cost Estimator. This update shall be at no cost to the Authority, unless the changes/addenda are made as a direct result of the Authority's request.

7. Participate in Pre-Award Meeting, as required.

### **Phase III Deliverables**

Phase III deliverables include, but are not limited to the following:

- Addenda
- Conformed Plans, Specifications and Estimate
- Analysis of Bid Letter Report
- Updated Engineer's Estimate (if required)

## **PHASE IV – CONSTRUCTION PHASE SERVICES (CPS)**

### **Task IV-1 Management During Construction**

The following tasks shall be performed throughout the duration of Construction Phase Services:

- a. **Project Management and Administration.** Provide project management, disseminate data, monitor costs, and ensure work is produced and submitted within the approved timeframe and budget. This task includes but is not limited to the development of a work plan (work breakdown structure), staffing plan, baseline and monthly updated progress schedules, project master schedule, progress reports, document and data control, and management of the project subconsultants.
- b. **Project Reporting and Project Control Requirements**
  - i. **Progress Reports –** The Consultant shall submit monthly reports indicating the progress of their work. The Progress Monitoring report detailing progress will be performed using an Earned Value Analysis and CPM Schedules.
  - ii. All document control and construction administration shall use a collaborative SharePoint site to be administered by GATRA and/or its representative(s).
- c. **Master Tracking Log.** Develop master tracking log for the project, in a format approved by GATRA, including but not limited to tracking of submittals, RFIs, Change Order Requests and Design Change Requests. The tracking log shall include but not be limited to the current status and final resolution of each item being tracked. Update log on an ongoing basis.
- d. **Environmental Monitoring and Compliance.**
  - i. The Consultant shall monitor the Contractor's compliance with all applicable environmental regulations as well as all of the project's environmental permits and approvals. The Consultant shall ensure that the status of environmental

compliance is reviewed and discussed at the Pre-Construction Meeting, project progress meetings, and other meetings as required.

- ii. The Consultant shall perform any environmental inspection that is required of GATRA in any environmental permit or approval.
- iii. All environmental permits, approvals, inspection reports, non-compliance documents, and any other environmental documentation shall be accessible through the collaborative SharePoint site to be administered by GATRA and/or its representative(s).

**e. Meetings and Agency Coordination**

- i. GATRA Project Office – The Consultant shall meet with GATRA for construction administration in coordinating construction development, and in evaluating schedule and costs as requested by GATRA.
- ii. Agency – As directed by GATRA, meet and coordinate with all necessary local, state, and federal agencies impacting the project, including but not limited to, the Massachusetts Department of Transportation, Massachusetts Executive Office of Public Safety and Security, Massachusetts Office of Public Safety and Inspections (OPSI), Massachusetts Department of Environmental Protection, Massachusetts Water Resources Authority, Department of Public Utilities, Municipal Fire Department, and others as required.

**Task IV-2 Office Engineering**

- a. **Initial Construction Control Affidavits.** Prepare initial Construction Control Affidavits required by OPSI and submit to State Building Inspector in order to obtain a State Building Permit, as required.
- b. **Consultation.** Consult with and advise GATRA on specific problems as they arise during construction.
- c. **QA/QC.** The Consultant QA/QC Plan shall be updated to include or reference the QA/QC Plan of the Contractor.
- d. **Meetings.** The Consultant shall monitor the Contractor's compliance with early action activities, including but not limited to holding pre-construction conferences with GATRA, Contractor and others, as applicable. The Consultant shall attend the Pre-Construction Meeting, project progress meetings, change order meetings, schedule workshops and other meetings as required. The Consultant shall be responsible for preparing meeting agendas and recording and distributing timely meeting minutes to appropriate participants for all project-related meetings.
- e. **Submittal Review.** The Consultant shall review detailed construction drawings, shop and erection drawings and material and product submittals, including all written warranties, mill and test certificates, third party inspections, testing results, maintenance, operations and/or instruction manuals, and any other documents required to be prepared and submitted as a condition of final completion, as provided

by the Contractor for compliance with the approved design, drawings and specifications, and all applicable laws, statutes, ordinances, codes, orders, rules and regulations. The Consultant shall complete its review of each submittal within fourteen (14) calendar days of submission unless an extension to the submittal review date is mutually agreed to between the Consultant and the GATRA Project Manager.

When the review is completed, each submittal shall be in compliance with the requirements of the contract documents as follows:

- i. When a submittal complies with construction contract documents, the Consultant shall approve it.
  - ii. When a submittal clearly does not comply with construction contract documents, the Consultant shall either:
    - a) Disapprove it, or
    - b) Disapprove it along with recommendations for resubmission.
  - iii. When the submittal has only minor deviations from the construction contract documents, the Consultant shall note the deviations and omissions as may be appropriate and approve the submittal subject to notations.
- f. **Requests for Information (RFI).** During construction, RFIs will be submitted by the Contractor requesting clarification of the design. The Consultant shall respond to each RFI within three (3) business days of submission unless an extension to the response date is mutually agreed to between the Consultant and the GATRA Project Manager. The Consultant shall ensure that all responses are correct, concise and complete.
- g. **Non-Conformance Reports (NCRs).** Review resolution and corrective action of NCRs submitted by the Contractor for conformance with applicable laws, regulations, design codes, specifications and design intent; coordinate with GATRA to develop alternative corrective actions if needed; and recommend to GATRA for approval or disapproval. Visit site if needed and prepare sketches if the resolution of NCRs requires design change. The Consultant shall respond to NCRs within fourteen (14) calendar days unless directed otherwise by the GATRA Project Manager, to minimize impact to the construction schedule.
- h. **Design Change Request (DCR).** Prepare DCRs when field condition is not consistent with design assumptions or unknown during design phase.
- i. **Resolution of Field Issues.** The Consultant shall prepare elementary and supplementary sketches and drawings, as required, to resolve problems due to actual field conditions encountered.

- j. Contract Modifications.** The Consultant shall review all Contract Modifications, including but not limited to the review of the Contractor's proposed Change Orders, time extensions and other contract modifications.
- k. Contractor's Schedule Reviews.** Review the Contractor's Baseline Schedule, Schedule Updates, Time Impact Analysis and Schedule of Values and other schedules as may be provided by the Contractor. Coordinate review comments with GATRA.
- i. Baseline Schedule Review – (Initial Construction Schedule Review)** Define and identify layouts and reports for routine reviews of contractor schedule submittals. Independently assess the project scope to establish compliance of "preliminary" As-Planned Construction Schedule. Compare Schedule and Scope against Contract Times. Review schedule for contract required sequencing, phasing, limitations of work and time allowances for submittal reviews and other owner responsibilities. Review schedule logic for completeness, feasibility and proper predecessor and successor relationships to submittals, procurement, permitting and ties to proper access restraints, milestones and interfaces. Ensure that all interfaces are practical and confirmed by appropriate agencies, parties and subcontractors. Review Contract accesses and milestones to ensure proper constraints are reflected. Identify preferential logic that could be removed if necessary. Review durations for reasonableness and identify if activities with longer than 30 calendar days duration need to be broken out into more detail. Review cost/resource loadings for reasonableness. Review schedule for reasonableness of critical path, float management and float utilization. Confirm submittals meet contract technical requirements. Confirm that reasonable allowances are included for uncertain events such as repeat submittals and normal weather effects on weather sensitive work. Confirm that schedule allows for actual project conditions, limitations of work, third party actions and/or flagging support. Prepare schedule review report along with recommendation. Participate in Baseline Schedule and Schedule Update review meetings, as requested, and assist GATRA in reaching agreement with the Contractor on the Baseline Schedule and Schedule Updates.
  - ii. Schedule Update Review – (Regular Monthly Schedule Updates)** Validate progress with the GATRA Project Manager and confirm compliance with contract times. Identify changes between updates and compare to the Baseline Schedule. Identify/review critical path logic changes and out-of-sequence progress. Determine that change orders have been incorporated and delay issues are fair and reasonable. Summarize and review the critical and near critical paths. Prepare progress analysis and trend charts (manpower/cost). Consider overall implication of the information in the schedule submittal. Assist GATRA in preparing written responses to the

Contractor and attend monthly progress meetings. Notify GATRA of any significant deviations from the Project Schedule.

- iii. Time Impact Analysis Review - (TIA) Review schedule impacts, delays or changes to the Contract submitted by the Contractor. Provide detailed analysis to determine time entitlement. Review Contractors' schedule fragnet, associated resources, cost loading and supporting documentation. Recommend approval or disapproval of TIA.
- iv. Schedule of Values - Review and comment on the reasonableness of the Contractor's submitted Schedule of Values (Lump Sum Breakdown) derived from the project construction bid cost and resource-loaded baseline schedule.

#### **Task IV-3 Field Engineering**

- a. **Periodic Site Visits.** Make periodic visits to the project site to observe the progress and the quality of the executed work at intervals appropriate to the various stages of construction to determine if the work is proceeding in accordance with all requirements of the contract documents and all applicable laws, statutes, ordinances, codes, orders, rules and regulations. The Consultant shall also determine if the work is proceeding in full compliance with all applicable state and federal environmental regulations as well as all environmental permits and approvals for the project. The Consultant shall ensure and monitor that any inspection frequency specifically identified in any project permit, approval or any applicable environmental regulation is being performed in accordance with the inspection frequency requirements. The Consultant shall promptly submit to GATRA a detailed written report subsequent to each on-site project visit.
- b. **Special Site Visits.** When field condition is different from design assumptions, or field condition is unknown during design but exposed or becomes available during construction, make special site visits to determine the scope of Design Change Requests, prepare estimated budget impact, submit to GATRA for approval and coordinate with Contractor for construction changes.
- c. **Progress Meetings.** Attend regular project progress meetings. The Consultant shall be responsible for preparing meeting agendas and preparing meeting minutes, for review by the GATRA Project Manager, prior to distributing meeting minutes to appropriate participants.
- d. **Interpretations and Clarifications.** At the request of GATRA, the Consultant shall issue necessary interpretations and clarifications of contract documents, require special inspections and testing of the work, and make recommendations as to the acceptability of the work.
- e. **Changes During Construction**

- i. **Changes to Contract Plans and Specifications.** The Consultant shall review changes in plans and specifications and submit an attesting design approval letter to GATRA within 14 calendar days of notification of the change. The Consultant's Design Approval Letter shall include, but not be limited to: A statement indicating that the Consultant has reviewed the proposed changes to plans and specifications, and confirmation that the change is consistent with respect to the intent of the design. The letter should also address any anticipated impact to schedule and confirmation that the work is necessary and not already part of the Contract. An attesting letter is required for each change. The attesting letter should not address the price of the change or the reasonableness of any Contractor provided pricing.
  - ii. **Contractor Proposals.** At the request of GATRA, Consultant shall review Contractor proposed risk reallocation or change order, assist in determination of merit and provide a response to the Contractor for GATRA review. Consultant shall attend change order meetings with the Contractor and assist GATRA in negotiations, as requested.
  - iii. **Drawing and Specifications Updates During Construction.** During construction, the Consultant shall complete a review of design sketches, drawings and specifications issued to the Contractor. For plan changes made by the Consultant, a revised contract drawing will be submitted by the Consultant to the Contractor, to be used as the basis of the As-Built drawings. Drawing updates shall be prepared by the Consultant and submitted to GATRA and Contractor on a periodic basis. Once Substantial Completion has been achieved, the Consultant shall prepare a conformed set of plans and specifications incorporating all design changes made during construction in electronic format.
- f. **Engineer's Independent Cost Estimate (ICE).** At the request of GATRA, the Consultant shall prepare an Independent Cost Estimate (ICE) for all changes to the plans and specifications. The ICE shall be completed and returned to the Authority within seven (7) calendar days of GATRA's request. The ICE shall be prepared prior to receipt of the Contractor's Proposal (when possible). (Note: The ICE is not an analysis of the Contractor's proposal. It is an independent estimate done prior to viewing the Contractor's proposal.)
  - i. **Independent Cost Estimate.** The ICE is to be provided to the OPM and GATRA Project Manager in electronic .pdf and Excel formats, in enough detail to be useful as a cost analysis and negotiating tool, and linked so that adjustments to Rates, Labor, Equipment or Material details will result in a corresponding price modification on the Recapitulation section of the spreadsheet. Labor, fringe and other variable rates must be applicable to the Contractor and Trade Union doing the job and the time frame when the work will be done. The ICE shall identify the party who prepared the estimate and be signed by the Consultant's authorized agent.

**g. Inspections.** The Consultant shall conduct semi-final and final inspections of all work to determine substantial completion and completion, in accordance with the Contract Documents, and inspections in conformance with applicable local, State and Federal codes and permits. The Consultant shall report on the requirements for completion of the project, including recommendations for final acceptance. The Consultant shall prepare punch lists and resolve project punch list items, make written recommendations to GATRA regarding achievement of the Substantial and Final Completion milestones and recommend issuance of a Certificate of Substantial Completion and Final Completion by GATRA. Assist in resolving project punch list items.

**h. Turnover of Systems.** The Consultant shall observe all performance tests required by the specifications as appropriate to confirm that the work is in accordance with all requirements of the contract documents and all applicable laws, statutes, ordinances, codes, orders, rules and regulations. The Consultant shall observe and witness site acceptance testing as requested.

**i. Observe and Witness Site Acceptance and Factory Testing (as applicable).**

Observe and witness site acceptance testing for the following:

- Field testing of equipment to ensure that the installed equipment meets all specification requirements and operates properly as an integrated system that meets the functional requirements per the contract specifications. Review the test results and issue a recommendation for acceptance.
- Field testing of machinery and equipment.
- Field testing of communications and security systems to ensure installations meet specification and requirements, and are interfaced to corresponding GATRA systems, if needed.

Observe and Witness Factory testing:

- Attend factory acceptance testing of equipment to ensure that the equipment meets the specification requirements. Review the test results and provide a recommendation for acceptance.
- Attend factory acceptance testing of communications and security systems to ensure that the equipment meets their respective specification requirements.

**ii. Commissioning Process (as applicable).** Observe and witness system pre-cutover and final and power cutover testing, and power commissioning. The Consultant will review the Commissioning Plan, and will participate, as appropriate, in on-site commissioning meetings. During the acceptance



phase of the commissioning process, the Consultant may be on site to review commissioning documentation, to witness functional performance tests, and to analyze the installation and its performance. The Consultant shall visually inspect static completion items (such as restraint, code compliance, maintenance concerns, etc.), verify static system tests have been performed (such as pipe pressure testing, duct leakage testing, testing and balancing, etc.), clarify contract documents as required, indicate design intent as required, and sign-off "Demonstration to the Consultant" documents.

The Consultant shall also observe initial operation of the project, including verification that all equipment and systems are properly installed and have all necessary State and Federal approvals, certifications and permits and have been operating/functioning consistent with contract specifications.

- i. The Consultant shall prepare required documentation to obtain a State Certificate of Occupancy from the OPSI State Inspector including the Final Construction Control Document at contract completion, as required. The Consultant shall also assist the GATRA Project Manager in obtaining other project closeout documents, including Fire Alarm Certificates required for obtaining a State Certificate of Occupancy for the project, as required.
- i. **Project Closeout.** The Consultant shall assist GATRA with the receipt of documents, manuals, receipts, certificates, warranties and permits, as required for final project closeout. The Consultant shall provide letters of attestation as required by GATRA. The Consultant shall be the primary reviewer of the Contractor submitted As-Built drawings. When the As-Built condition deviates from design out of construction tolerance, provide a review and recommendation of remedy if applicable. The Consultant shall transmit to GATRA all construction related documents, records and diaries kept in the course of the work in a both hardcopy and electronic formats. Transfer of all project records shall be done at the end of the contract using an appropriate storage medium (4TB or other large Hard Drive, DVD, USB stick, etc.) as directed by GATRA.

#### **Task IV-4 Commissioning Agent**

- a. Construction
  - o Review drawings submittals to confirm equipment as specified.
  - o Factory testing: Factory tests and certifications to be part of the submittal documentation. Additionally, all equipment inspection and functional testing shall be performed and documented prior to being on-site.
  - o Finalize the on-site commissioning plan. Coordinate schedules while field test procedures and checks are developed, executed and verified.
- b. Operation (10 months after occupancy)

- Individual Equipment Test: Separate equipment tests beginning with visual, mechanical, and installation witnessing. Electrical and function tests are confirmed leading to next step.
- Discrete System Test: Run verifiable compatibility testing in a variety of conditions per checklists.
- Integrated System Test: Final test on the facility as one entity- System, mechanical, control, and safety to ensure dependent systems work together as a whole.

**c. Additional Services**

- Post-design commissioning shall include site observations, O&M documentation review, warranty documentation review, adjusting and balancing (TAB) review and training planning.
- Commissioning Agent will participate in the training for the building operational staff. This shall include Fundamental Commissioning, Enhanced Systems Commissioning and Envelope Commissioning.

**Phase IV Deliverables**

Phase IV deliverables include, but are not limited to the following:

- Meeting Agendas and Minutes
- Updated QA/QC Plan
- Updated Project Management Plan (PMP)
- Progress Reports
- Schedule Reviews
- Submittal Reviews and Logs
- RFIs and Logs
- Design Sketches and Drawings
- Change Order (CO) Reviews and Logs
- Drawing Updates
- Engineer's ICE's
- Nonconformance Reports and Logs
- Environmental Compliance Inspection Reports and Logs
- Conformed Plans and Specifications
- As-Built Plans (hardcopy and AutoCAD)
- Final Contract Records in Hardcopy and Electronic Format
- Construction Control Documents

**D. Outcomes**

Successful Project outcomes shall include but not be limited to:

- Obtaining stakeholder consensus throughout the duration of the project while maintaining scope, quality, budget and schedule controls
- Meeting or exceeding GATRA objectives
- Meeting all applicable code requirements
- Minimizing impacts to the surrounding community and the environment
- Phasing construction to minimize adverse impacts to existing transit service, local traffic, businesses and the surrounding community.

## **SCHEDULE**

The contract duration for this Project is expected to be eighteen (18) months from the date of Notice to Proceed, with one (1) option period of one (1) year.

## **IV. SUBMISSION REQUIREMENTS**

### **A. General Requirements**

1. One (1) unbound original and Four (4) copies of the qualifications package must be furnished to GATRA, by 2:00 PM EST on Monday, May 13<sup>th</sup>, 2024 at the following address:

**Greater Attleboro Taunton Regional Transit Authority  
10 Oak Street, 2<sup>nd</sup> Floor  
Taunton, MA 02780  
Attn.: Jon Higgins, Director of Facilities**

**Additionally, the proposal will be forwarded to Mr. Higgins in electronic format at [jhiggins@gatra.org](mailto:jhiggins@gatra.org) by the due date and time as above.**

2. The qualifications package should be printed on 8½" x 11" paper, bound on the long side and are not to exceed thirty (30) pages. Foldouts on 11"x17" paper are acceptable.
3. The offeror is fully responsible for the delivery of the qualifications package. Reliance upon mail or public carrier is at the offeror's risk. Late packages will not be considered.
4. Each qualifications package must comply with the guidelines set forth below. Any qualifications package not in compliance with the guidelines will be disqualified and will not be evaluated.

### **B. Qualifications Package Contents**

1. The offeror should describe the proposed methodology for conducting this project; description of efforts of similar undertaking are welcomed.

2. For all key personnel, attach resumes. Firms are encouraged to provide a brief description of key personnel highlighting their relevant experience.
3. Provide a listing of other projects currently under contract and if time constraints will be problematic.

### **C. Procedures for Inquiries**

1. Any inquiries regarding this Request for Qualifications are to be submitted in writing to Jon Higgins, [jhiggins@gatra.org](mailto:jhiggins@gatra.org), by 2:00 PM EST on Monday April 22<sup>nd</sup>, 2024.
2. Responses in the form of an Addendum will be posted by GATRA by 12:00 PM EST on Friday April 26<sup>th</sup>, 2024.

## **V. EVALUATION PROCESS**

Qualification Packages will be reviewed by a Selection Committee led by Jon Higgins. The committee will have the authority to review the packages, conduct interviews as necessary, rank the list of companies and negotiate pricing. The Authority reserves the right to request additional information from any proposer at any time during the evaluation and selection process. The proposals will be evaluated using the following criteria:

### **A. Technical Approach**

1. Firm's approach to meeting the requirements in this document and achieving GATRA's goals.
2. Quality of proposed design and construction phase services.

### **B. Experience**

1. Quality, extent and relevance of past and current project-related experience, as determined by references provided.
2. Quality, extent and relevance of current and prior relevant experience of the firm in designing similar facilities.

### **C. Quality of Proposal**

1. Degree to which proposal reflects understanding and comprehension of the RFQ's scope and objectives.
2. Quality of proposer's resources relative to the needs of the project and the RFQ's specifications.

All companies submitting qualifications packages must recognize that the fees, terms and provisions of a final agreement with GATRA will be negotiated with the selected firm. The selected firm's package shall form the basis of those negotiations although GATRA reserves the right to negotiate over all aspects of the package. If GATRA is unable to reach an agreement with the selected company, GATRA reserves the right to terminate negotiations and enter into negotiations with the next highest rated company selected.

## **VI. CONTRACT NEGOTIATIONS**

All proposals received from responsive proposers will be evaluated according to the Evaluation Criteria stated above and will enter into negotiations with that proposer to finalize pricing.

Upon completion of the negotiations, the Administrator will make the final approval. A notice of award will be issued to the successful proposer. All other proposers will be notified of the outcome of the selection process.

## **FTA Clauses and Forms**

## **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, sub-Contracts, 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. § 200.333. 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 as reasonably may be required.
- 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 as reasonably may be required.

## **AMERICANS WITH DISABILITIES ACT (ADA)**

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

## **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.
- 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.”

### **DEBARMENT AND SUSPENSION**

- a. **Applicability:** This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, 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. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

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

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).

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.

## **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.

## **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.

## **FEDERAL CHANGES**

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this 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 Agency 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 Agency, 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.

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

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False

Claims and Statements) applies to the contractor's actions pertaining to this contract."

## **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 produced 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.

## **SEISMIC SAFETY**

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

## **TERMINATION**

### **Termination for Convenience (General Provision)**

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

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is

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

#### **Opportunity to Cure (General Provision)**

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

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

#### **Waiver of Remedies for any Breach**

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

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

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

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

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

The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

#### Termination for Default (Transportation Services)

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

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

#### Termination for Default (Construction)

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

The Contractor's right to proceed shall not be terminated nor shall the Contractor be

charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

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

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

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

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

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

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

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

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

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

## **VIOLATION AND BREACH OF CONTRACT**

### **Rights and Remedies of the Agency**

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include.

### **Rights and Remedies of Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly

agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

#### Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

#### Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of 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 Agency's 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 Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

#### Performance during Dispute

Unless otherwise directed by Agency, 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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

#### Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract 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

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the 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.

ATTACHMENT 14

**APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official  
\_\_\_\_\_  
Date





**DISADVANTAGED BUSINESS ENTERPRISE  
PARTICIPATION LETTER OF INTENT**

\_\_\_\_\_  
(Name of Prime Respondent)

The undersigned intends to perform work in connection with the above project as (check one):

an individual       DBE       a partnership       a joint venture

The Disadvantaged Business status of the undersigned is confirmed

(A) on the reference list of Disadvantaged Business Enterprises dated \_\_\_\_\_ or

(B) on the attached Disadvantaged Business Enterprise Identification Statement

The undersigned is prepared to perform the following work in connection with the above project, (Specify in detail particular work items or parts thereof to be performed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

at the following price: .....

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with GATRA.

Date \_\_\_\_\_

\_\_\_\_\_  
Name of Disadvantaged Business Enterprise

By \_\_\_\_\_

# DBE AFFIDAVIT

STATE OF \_\_\_\_\_ DATE: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ S.S.

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

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

\_\_\_\_\_  
(Name of DBE)

and certifies that since the date of its certification by

\_\_\_\_\_  
(SOMBA or out-of-state certification agency)

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

\_\_\_\_\_  
(Name of DBE)

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

NOTE: The Bidder must attach the DBEs most recent certification letter or document to this affidavit.

**DISADVANTAGED BUSINESS ENTERPRISE UNAVAILABLE CERTIFICATION**

I, \_\_\_\_\_

NAME

of \_\_\_\_\_, certify that on \_\_\_\_\_

PRIME BIDDER

DATE

I contacted the following Disadvantaged Business Enterprise to obtain an estimate for work items to be performed on GATRA Contract No. \_\_\_\_\_

Disadvantaged Respondent

Work Items Sought

\_\_\_\_\_

\_\_\_\_\_

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare an estimate for the following reason(s):

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

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

\_\_\_\_\_ was offered an opportunity to respond on above-identified work on \_\_\_\_\_

by \_\_\_\_\_

Name of Business Enterprise

\_\_\_\_\_ Date

\_\_\_\_\_ Source

The above statement is a true and accurate account of why I did not submit an estimate on this project.

\_\_\_\_\_  
Signature of Disadvantaged Business Enterprise

\_\_\_\_\_  
Title

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

## APPLICABILITY OF FTA THIRD PARTY CONTRACT CLAUSES

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
✓ No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
✓ Program fraud and false or fraudulent statements and related acts	All	All	All	All	All
✓ Access to Records and Reports	All	All	All	All	All
✓ Federal Changes	All	All	All	All	All
✓ Civil Rights (Title VI, EEO, ADA)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
✓ Incorporation of FTA Terms	All	All	All	All	All
✓ Energy Conservation	All	All	All	All	All
✓ Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
✓ Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$150,000	>\$150,000	>\$150,000 (for steel, iron, manufacture of products)
✓ Resolution of Disputes, Breaches, or Other Litigation	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
✓ Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
✓ Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
✓ Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			For property transported by ocean vessel.	For property transported by ocean vessel.	For property transported by ocean vessel.
Fly America	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.
Davis-Bacon Act				>\$2,000 (including ferry vessels)	
Copeland Anti-Kickback Act Section 1 Section 2				All exceeding \$2,000 (including ferry vessels)	

**APPLICABILITY OF THIRD PARTY CONTRACT CLAUSES(Continued)**

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Contract Work Hours and Safety Standards Act		>\$100,000 (except transportation services)	>\$100,000	>\$100,000 (including ferry vessels)	
Bonding				>\$100,000 (including ferry vessels)	
✓ Seismic Safety	A&E for New Buildings & Additions			New Buildings & Additions	
Transit Employee Protective Arrangements		Transit Operations			
Charter Service Operations		All			
School Bus Operations		All			
Substance Abuse Requirements		Transit Operations			
Patent Rights	Research & Development				
Rights in Data and Copyright Requirements	Research & Development				
✗ Special DOL EEO clause for construction projects				>\$10,000	
✓ Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
✓ Prompt Payment	All if threshold for DBE program met	All if threshold for DBE program met	All if threshold for DBE program met	All if threshold for DBE program met	All if threshold for DBE program met
Procurement of Recovered Materials		Contracts for items designated by EPA, when procuring \$10,000 or more per year		Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year
Conformance with ITS National Architecture	ITS Projects	ITS Projects	ITS Projects	ITS Projects	ITS Projects
✓ ADA Access	A&E	All	All	All	All
✓ Prohibition on certain telecommunications and video surveillance services or equipment	All	All	All	All	All

**GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY**

**ADDENDUM PAGE**

The undersigned acknowledges receipt of the following addenda to the Proposal documents (give number and date of each):

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered not responsive to the invitation, which would require rejection of the Proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY**

**COMPLETENESS OF BID/PROPOSAL**

I herein certify that I have read and understand all BIDDING/PROPOSAL documents and any amendments submitted by the Greater Attleboro-Taunton Regional Transit Authority and that I have fully complied with all provisions of same.

I further certify and represent that any omission or deviation from these documents may or will, at the sole discretion of GATRA, render this proposal unresponsive and ineligible for further consideration in this process.

---

Company

Signature

---

Address

Name

---

Title

---

Telephone #

Date



**GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY**  
**STATEMENT OF PROPOSER'S QUALIFICATIONS**

All questions must be answered. The date given must be clear and comprehensive. This statement must be notarized.

1. Name of Proposer: \_\_\_\_\_
  
2. Business Address: \_\_\_\_\_
  
3. When Organized: \_\_\_\_\_
  
4. Where Incorporated: \_\_\_\_\_
  
5. How many years has your firm been engaged in this business under its present name?: \_\_\_\_\_
  
6. Have you ever refused to sign a contract at your original proposal or proposed price?: \_\_\_\_\_
  
7. Have you ever defaulted on a contract: \_\_\_\_\_
  
8. Will you, upon request furnish any other information (appropriate to this solicitation) that the Authority may require?: \_\_\_\_\_
  
9. The undersigned hereby authorizes requests of any appropriate person to furnish any information requested by GATRA in verification of the recitals comprising this Statement of Proposer's Qualifications.

\_\_\_\_\_  
Signed by: Name and Title

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

**GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY (GATRA)**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION**  
**AND OTHER RESPONSIBILITY MATTERS**  
**LOWER TIER COVERED TRANSACTIONS**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GATRA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to GATRA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact GATRA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by GATRA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

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

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

By \_\_\_\_\_  
Name  
\_\_\_\_\_ Title  
\_\_\_\_\_ Date  
Company

**GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY  
NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn,

deposes and says that he/she is \_\_\_\_\_  
(a partner or officer of the firm of)

and that the party made the foregoing PROPOSAL/BID; and that such proposal is genuine and not collusive or sham; that said proposer/bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, bidder or person, to put in a sham proposal/bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or reference, with overhead, profit or cost element of said proposal price, or of that of any other proposer/bidder, or to secure any advantage against the Authority or any person interested in the proposed Contract; and that all statements in said Proposal/Bid are true and correct to the best of his/her knowledge.

Signature of:

\_\_\_\_\_  
Name if the proposer/bidder is an individual

\_\_\_\_\_  
Partner if the proposer/bidder is a partnership

\_\_\_\_\_  
Officer if the proposer/bidder is a corporation

SUBSCRIBED AND SWORN TO before me on this the

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

\_\_\_\_\_  
Signature – Notary Public

My Commission expires \_\_\_\_\_

**GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY**  
**CERTIFICATE**  
**REQUIREMENT OF REVENUE ENFORCEMENT AND PROTECTION PROGRAM**  
**COMMONWEALTH OF MASSACHUSETTS**

In accordance with the provisions of the Revenue Enforcement and Protection Program and the requirements thereunder as enacted by Sections 35 and 36 of Chapter 233 of the Acts and Resolves of 1983 GATRA must obtain an attestation from a provider of goods or services that said provider is in compliance with all laws of the Commonwealth relating to taxes.

According to the law any person or company failing to execute the attestation clause shall not be allowed to obtain a contract.

**NOTE:** Any questions concerning the law or its implementation may be directed to the Massachusetts Department of Revenue, Leverett Saltonstall Bldg., 100 Cambridge Street, Boston, Massachusetts 02204, TELEPHONE: (617) 727-4201.

**REQUIRED ATTESTATION CLAUSE**

Pursuant to M.G.L. Ch. 62C, Section 49A I certify under the penalties of perjury that I, to the best knowledge and belief, have filed all state tax returns and paid all state taxes required under the law.

\_\_\_\_\_  
\*\*Social Security Number of  
Federal Identification No.

\_\_\_\_\_  
\*Signature of Individual or  
Corporate Name

By \_\_\_\_\_  
Corporate Officer (If Applicable)

\*Approval of a contract or other agreement may not be granted unless this certification clause is signed by the applicant.

\*\*Your Social Security number may be furnished to the Massachusetts Dept. Of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.C62cs.49a.

**GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY**

**CERTIFICATION REGARDING LOBBYING**

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "DISCLOSURE FORM TO REPORT LOBBYING" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$1000 and not more than \$100,000 to reach such failure.

---

Signature \_\_\_\_\_ Title \_\_\_\_\_

---

Date \_\_\_\_\_ Organization/Company \_\_\_\_\_

**GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY**

**CERTIFICATE**

**EQUAL EMPLOYMENT OPPORTUNITY**

The \_\_\_\_\_ certifies that it is  
Name: Company, Partnership, or individual

in conformance with all applicable federal and state equal employment opportunity laws and regulations and that it does not discriminate in any of its employment practices on the basis of race, color, religion, national origin, age, sex, handicap or marital status.

Date \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_

**GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY**  
**SPECIAL REQUIREMENTS AND CONDITIONS**

I herein certify that I have read and comply with all requirements included in this INVITATION FOR BID/REQUEST FOR PROPOSAL. I further understand that any contract arising out of this BID/RFP is subject to assistance from the Federal Transit Administration (FTA) and the Greater Attleboro-Taunton Regional Transit Authority (GATRA). I further understand that any contract arising out of this BID/RFP includes the Advertisement for BIDS/PROPOSALS; the BID/PROPOSAL Document; and the Bidder's/Proposer's responses to the BID/RFP. All Massachusetts and FTA Regulations appropriate and pertinent to this type of solicitation whether or not contained in the bid documents will be complied with.

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
DATE



**CERTIFICATE**

**IMPLEMENTATION OF CLEAN AIR ACT**

**By signing this Bid/Proposal, the Bidder/Proposer will be deemed to have stipulated as follows:**

- 1. That any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L 91-604), Executive Order 11738, and regulations in implementation thereof (40 C.F.R., Part 15), is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 C.F.R. 15.20.**
  
- 2. That the Greater Attleboro-Taunton Regional Transit Authority will be promptly notified prior to contract award of the receipt by the bidder of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**CERTIFICATE**

**IMPLEMENTATION OF CLEAN WATER REQUIREMENTS**

**By signing this Bid/Proposal, the Bidder/Proposer will be deemed to have stipulated as follows:**

- 1. The Bidder/Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Bidder/Proposer agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.**
  
- 2. The Bidder/Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

# MEMO

**TO: All Service Providers**

**FROM: Francis J. Gay, Administrator**

**DATE: August 13, 1992**

**SUBJECT: CHAPTER 521 IMPLEMENTATION**

---

Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, seeks to improve the accessibility and affordability of child care for working parents.

To that end, Section 7 of the Acts specifies that, on or after July 1, 1992, no contract for goods or services of any type shall be awarded by the Commonwealth or any state authority to an employer having fifty or more full-time employees unless such employer offers its employees child care tuition assistance, on-site or near site subsidized child care placements or a "Dependent Care Assistance Program (DECAP)" established pursuant to Section 125 or 129 of the Federal Internal Revenue Code. The statute makes an explicit exception for cases of "Special Emergency" certified by the Secretary for Administration and finance to involve the health or safety of persons or property.

The Executive Office of Health and Human Services' Office for Children has promulgated regulation 162 CMR 12.000 which specifies the standards and procedures for compliance with c.521. Attached is a copy of the circular 102 CMR 12.00; MINIMUM STANDARDS FOR CHILD CARE TUITION ASSISTANCE AND ON-SITE OR NEAR SITE SUBSIDIZED CHILD CARE PLACEMENTS and a copy of the SPECIAL EMERGENCY CERTIFICATION.

Please review the enclosed material to determine how your company may be affected. If your company is in compliance with said regulation, please sign the CONTRACTOR'S CERTIFICATION and return it to the Authority along with a copy of what your company offers its employees. If your company feels that it qualifies for special emergency, please complete the certificate and return it to the Authority. A failure to comply with the requirements of c.521 may disqualify your company from doing business with the Authority and/or the Commonwealth of Massachusetts.

**COMMONWEALTH OF MASSACHUSETTS  
IMPORTANT NOTICE TO ALL VENDORS AND CONTRACTORS**

---

Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, seeks to improve the accessibility and affordability of child care for working parents.

Specifically, Section 7 of the Act specifies that, on or after July 1, 1992, no contract for goods or services of any type shall be awarded by the Commonwealth or any state authority to an employer having fifty or more employees unless such employer is a qualified employer, or offers its employees child care tuition assistance, on-site or near-site subsidized child care placements or a "Dependent Care Assistance Program" (DCAP) established pursuant to Section 125 or 129 of the federal Internal Revenue code, except in cases of special emergency certified by the Secretary for Administration and Finance to involve the health or safety of persons or property.

The purpose of this notice is to give all of the Commonwealth's current and prospective vendors and contractors timely notice of the requirements of c. 521.

The Executive Office of Health and Human Services, Office for Children has promulgated regulation 102 CMR 12.00 which specifies the standards and procedures for compliance with c. 521. Note that, for many employers, a DCAP will be the most economical and administratively convenient means of complying with the requirements of c. 521. Indeed, owing to the federal tax treatment of DCAPs, implementation of a DCAP may modestly reduce your overall cost of doing business. We urge you to familiarize yourself with these regulations which are available from the State Bookstore.

A Contractor Certification of Compliance will be incorporated in all Commonwealth contracts for the purchase of goods and services awarded on or after July 1, 1992. Failure to comply with the provisions of c. 521 or to make the required certification may cause your company to be disqualified from doing business with the Commonwealth.

Should you have any questions, please contact your procurement department's contract office or phone Donna Bonigli at the Department of Procurement and General Services (617) 727-7500 ext. 216.

**CONTRACTORS CERTIFICATION  
CHILD CARE COMPLIANCE**

\_\_\_\_\_ (the Contractor) hereby certifies that it is in compliance with Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and the regulations, 102 CMR 12.00 promulgated pursuant thereto.

\_\_\_\_\_ There is a program for child care in compliance with these regulations.

\_\_\_\_\_ There are fewer than 50 full-time people employed in this company.

\_\_\_\_\_  
**Name of Firm**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title (Please print or type)**

\_\_\_\_\_  
**Date**

**ZONING REQUIREMENTS**  
REFERENCE: RESURVEY TO THE '07 DISTRICT

REQUIREMENT	PROPOSED	EXISTING
LOT AREA (MINIMUM REQUIRED)	10,000 SQ. FT.	24,718 SQ. FT.
FRONT YARD SETBACK	10 FEET	24.71 FEET
REAR YARD SETBACK	10 FEET	10 FEET
SIDE YARD SETBACK	10 FEET	10 FEET
MINIMUM WAREHOUSE SURFACE AREA	10,000 SQ. FT.	10,000 SQ. FT.
MINIMUM WAREHOUSE HEIGHT	10 FEET	10 FEET
MINIMUM WAREHOUSE WIDTH	10 FEET	10 FEET
MINIMUM WAREHOUSE DEPTH	10 FEET	10 FEET

**PARKING SUMMARY**

TYPE: GENERAL OFFICE & MAINTENANCE FACILITY

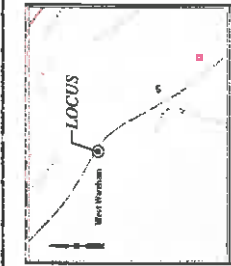
REQUIREMENTS: 1-SP PER 250 S.F. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50

OTHER USES: OFFICE USES: 10 SPACES; MAINTENANCE USES: 10 SPACES

TOTAL: 20 SPACES

# CRANBERRY HIGHWAY (ROUTE 28)

(M.H.L.O. No. 2138 (1923) - 60' WIDE)

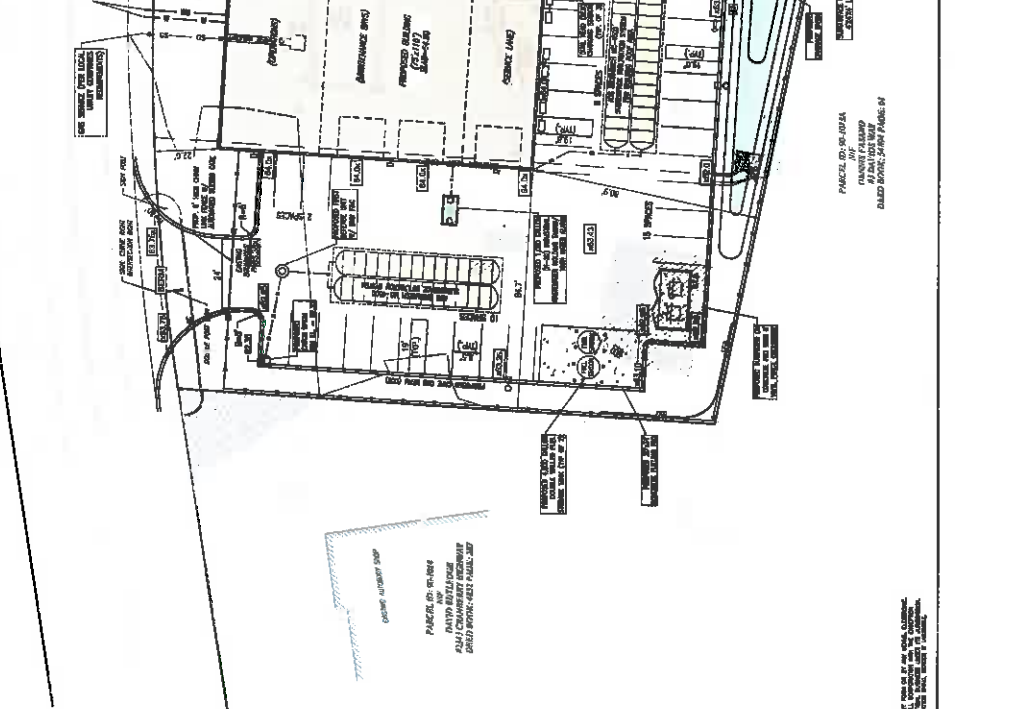


**RECORD OWNER:**

PARCEL 00-00-010  
10000 S. MAIN STREET  
SOUTH BOSTON, MASSACHUSETTS 02106

**PARCEL 00-00-011:**  
10000 S. MAIN STREET  
SOUTH BOSTON, MASSACHUSETTS 02106

**PARCEL 00-00-012:**  
10000 S. MAIN STREET  
SOUTH BOSTON, MASSACHUSETTS 02106



**NOTES:**

1. PLAN REVISIONS:  
1.1. PLAN DATE: 04/11/14, PAGE 28
2. THE PROPOSED AND EXISTING UTILITIES SHOWN HEREIN ARE BASED ON THE RECORD PLANS AND FIELD SURVEYS, AND ARE NOT TO BE CONSIDERED A GUARANTEE OF THE LOCATION OF THE UTILITIES. UTILITIES LOCATED ON THE RECORD PLANS AND FIELD SURVEYS MAY VARY FROM THE ACTUAL UTILITIES LOCATED ON THE GROUND.
3. ALL UTILITIES ARE SHOWN ON THE NORTH SIDE OF THE MAIN STREET.
4. THE PROPOSED AND EXISTING UTILITIES SHOWN HEREIN ARE BASED ON THE RECORD PLANS AND FIELD SURVEYS, AND ARE NOT TO BE CONSIDERED A GUARANTEE OF THE LOCATION OF THE UTILITIES. UTILITIES LOCATED ON THE RECORD PLANS AND FIELD SURVEYS MAY VARY FROM THE ACTUAL UTILITIES LOCATED ON THE GROUND.
5. THE PROPOSED AND EXISTING UTILITIES SHOWN HEREIN ARE BASED ON THE RECORD PLANS AND FIELD SURVEYS, AND ARE NOT TO BE CONSIDERED A GUARANTEE OF THE LOCATION OF THE UTILITIES. UTILITIES LOCATED ON THE RECORD PLANS AND FIELD SURVEYS MAY VARY FROM THE ACTUAL UTILITIES LOCATED ON THE GROUND.
6. EXISTING UTILITIES SHOWN HEREIN ARE BASED ON THE RECORD PLANS AND FIELD SURVEYS, AND ARE NOT TO BE CONSIDERED A GUARANTEE OF THE LOCATION OF THE UTILITIES. UTILITIES LOCATED ON THE RECORD PLANS AND FIELD SURVEYS MAY VARY FROM THE ACTUAL UTILITIES LOCATED ON THE GROUND.

**ENVIRONMENTAL NOTES:**

1. THIS SITE IS NOT IN AN AEGIC (AREA OF ENVIRONMENTAL CONCERN).
2. THERE ARE NO HISTORIC OR PREHISTORIC REMAINS OF MAN OR ANIMALS KNOWN TO OCCUR ON THIS PROPERTY.
3. THIS SITE DOES NOT CONTAIN A COVEYED WETLAND, FRESH WATER WETLAND, OR OTHER WETLANDS.
4. THIS SITE IS NOT IN A FLOOD HAZARD AREA, AND THERE ARE NO FLOOD HAZARD ZONES ON THIS PROPERTY.
5. THIS SITE IS NOT IN A STATE-PROTECTED WETLAND OR OTHER PROTECTED AREA.

**FLOOD NOTE:**  
NO FLOODING IS SHOWN ON THIS PROPERTY. THE PROPERTY IS LOCATED IN ZONE X OF THE FLOOD INSURANCE RATE MAP, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

**LEGEND**

PROPOSED BUILDING	SOLID LINE
EXISTING BUILDING	DASHED LINE
PROPOSED DRIVE	SOLID LINE WITH DASHES
EXISTING DRIVE	DASHED LINE WITH DASHES
PROPOSED SIDEWALK	SOLID LINE WITH DOTS
EXISTING SIDEWALK	DASHED LINE WITH DOTS
PROPOSED PARKING LOT	SOLID LINE WITH SPACES
EXISTING PARKING LOT	DASHED LINE WITH SPACES
PROPOSED SERVICE LANE	SOLID LINE WITH SPACES
EXISTING SERVICE LANE	DASHED LINE WITH SPACES
PROPOSED DRIVEWAY	SOLID LINE WITH SPACES
EXISTING DRIVEWAY	DASHED LINE WITH SPACES
PROPOSED DRIVE	SOLID LINE
EXISTING DRIVE	DASHED LINE
PROPOSED SIDEWALK	SOLID LINE WITH DOTS
EXISTING SIDEWALK	DASHED LINE WITH DOTS
PROPOSED PARKING LOT	SOLID LINE WITH SPACES
EXISTING PARKING LOT	DASHED LINE WITH SPACES
PROPOSED SERVICE LANE	SOLID LINE WITH SPACES
EXISTING SERVICE LANE	DASHED LINE WITH SPACES
PROPOSED DRIVEWAY	SOLID LINE WITH SPACES
EXISTING DRIVEWAY	DASHED LINE WITH SPACES



SCALE IN FEET

0 20 40 80