



June 7, 2019

**REQUEST FOR QUALIFICATIONS  
Architect/Engineering Professional  
Albany Transportation Center  
Reference No. 19-043**

The City of Albany will receive qualifications from qualified Architectural and Engineering Firms, at the City of Albany, Procurement Division Office until **5:00 p.m.** local time on **July 9, 2019** for the design of a bus transfer center, Albany, Georgia.

The City of Albany strongly encourages Small Business firms to participate in this RFQ. All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with their response.

Firms that wish to join in a consortium must designate one firm as the principal or lead firm. Consortia will be evaluated according to the same requirements as a single firm.

Any interested and qualified firm and/or party is requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed. No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation.

The City of Albany reserves the right to reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City of Albany reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.

For additional information, contact Kimberly M. Allen, Buyer at (229) 431-3211 or email [kiallen@albanyga.gov](mailto:kiallen@albanyga.gov) and [mtrotter@albanyga.gov](mailto:mtrotter@albanyga.gov), cc: [tewilliams@albanyga.gov](mailto:tewilliams@albanyga.gov). The deadline for questions is **July 2, 2019**. Questions received after this deadline may not be answered. Replies of substance will be in the form of written addenda and made available to all potential respondents.

City of Albany,

Yvette Fields, CPPB  
Director

**CITY OF ALBANY  
PROCUREMENT DIVISION  
CENTRAL SERVICES DEPARTMENT  
ALBANY, GEORGIA  
INSTRUCTIONS TO PROPOSERS**

These instructions will bind proposers to terms and conditions herein set forth,

1. The following criteria are used in determining which proposal is in the best interests of the city.
  - (a) The ability, capacity and skill of proposer to perform required service.
  - (b) Whether proposer can perform service promptly or within specified time.
  - (c) The character, integrity, reputation, judgment, experience and efficiency of proposer.
  - (d) The performance of previous contracts.
  - (e) The suitability of equipment or material for City/County use.
  - (f) The ability of proposer to provide future maintenance and parts service.
2. Payment terms are Net 30 unless otherwise specified. Favorable term discounts may be offered and will be considered in determining best proposer if they are deemed advantageous to the City.
3. All requested information should be included in submittal package. All desired information must be **signed** and included for your proposal to receive full consideration. **Failure to submit any required form will be cause for proposal to be rejected as non-responsive.**
4. All questions, inquiries and requests for clarification shall be directed to Procurement.
5. For multi-year contracts the following clauses pursuant to OCGA 36-60-13 apply: (1) The contract shall terminate absolutely and without further obligation on the part of the City or County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; (2) The contract may provide for automatic renewal unless positive action is taken by the City or County to terminate such contract, and the nature of such action shall be determined by the City or County and specified in the contract; (3) The contract shall state the total obligation of the City or County for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and (4) The contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by the City or County.
6. Quote all prices F.O.B. Albany or our warehouse or as specified in proposal documents.
7. Each proposal shall be clearly marked on the outside of the package as a Sealed Proposal.
8. Proposal must be received and stamped by the Procurement Office before time stipulated in proposal documents. No responsibility will attach to any City representative or employee for premature opening of proposal not properly addressed or identified.
9. Proposals received late will not be accepted, and the City will not be responsible for late mail delivery.
10. Should a proposal be misplaced by the City and found later it will be considered.
11. Proposals requiring bid security **will not** be read or considered if security is not enclosed. Security may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
12. All proposers must be recognized and authorized dealers in the materials or equipment specified and be qualified to advise in their application or use. A proposer at any time requested must satisfy the Procurement Office and City Commission that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
13. Any alterations, erasures, additions or omissions of required information or any changes of specifications, or cost schedule are done at the risk of the proposer.
14. When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of the City to do so for the purpose of testing.
15. City will reject any material, supplies or equipment that do not meet the specifications, even though proposal lists the trade name or names of such materials on the price quotation form.
16. The unauthorized use of patented articles is done entirely at the risk of the successful proposer.
17. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of seeking a proposal. The City may purchase more or less than the estimated quantity, and the vendor must not assume that such estimated quantity is part of the contract.
18. Only the latest model equipment as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. Equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specifications, all equipment catalogued by the manufacturer as standard or required by the State of Georgia shall be furnished with the equipment. Where required by the State of Georgia Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Georgia Department of Revenue.
19. The successful proposer on motor vehicle equipment shall be required to furnish with delivery of vehicle, Certificate of Origin and Georgia vendors shall provide Georgia Motor Vehicle form MV1.

20. Proposers are responsible for examining the location of the proposed work or delivery and determining, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
21. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Officer and/or the Department to which they are delivered. If defective material, equipment or supplies are discovered, the contractor, upon being instructed by the Procurement Officer, shall remove, or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the City will in no way lessen the responsibility of the contractor or release him from his obligation to perform and deliver to the City sound and satisfactory materials, equipment or supplies. The proposer agrees to pay the cost of all tests on defective material, equipment or supplies or allow the cost to be deducted from any monies due him by the City or County.
22. Unless otherwise specified by the procurement officer all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification or exception noted on price quotation sheet.
23. A contract **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears to the City/County or who has failed in any former contract with the City/County to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
24. Reasonable grounds for supposing that any proposer is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he/she is interested.
25. Unless otherwise specified the City reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of the City/County.
26. The City reserves the right to waive any minor discrepancies, reject any or all proposals, and to purchase any part, all or none of the services, materials, supplies or equipment specified.
27. Failure of the proposer to sign the offer or have the signature of any authorized representative or agent on the proposal **will** be cause for rejection of the proposal. Signature must be written in ink.
28. Any proposer may withdraw his proposal at any time before the time set for opening of proposals. No proposal may be withdrawn without cause in the 60-day period after proposals are opened.
29. It is mutually understood and agreed that if any time the Procurement Officer shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the proposer is willfully violating any of the conditions or covenants of the agreement, or is executing the same in bad faith, the Procurement Officer shall have the power to notify the aforesaid proposer of the nature of the complaint. Notification shall constitute delivery of notice, or letter, to address given in proposal. If after three working days of notification the conditions are not corrected to the satisfaction of the Procurement Officer, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the City out of such monies as may become due to the said proposer, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the proposer, his executors, administrators, successors, or assigns, shall pay the amount of such excess to the City on notice by the Procurement Officer of the excess due.
30. If the proposer proposes to furnish any item of a foreign make or product, he should write "Foreign" together with the name of the originating country opposite such item on proposal.
31. Any complaint from proposer relative to the Request for Proposals or any attached specifications should be made prior to the time of opening of proposals, otherwise such complaint cannot be properly considered.
32. Contracts may be cancelled by the City/County with or without cause with 30-day written notice.
33. **All Corporations should provide the corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid/proposal.**
34. **All bidders/proposers should provide their tax identification number with the bid/proposal.**
35. **The Board of Commissioners passed a local preference ordinance on January 27, 2015. Where applicable, this ordinance will govern. Local preference will not be a basis of award for projects that are federally funded.**
36. The proposer shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate, if applicable, before any work can commence. Proposer as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration.
37. **Prior to submitting proposal, check website at [www.albanyga.gov](http://www.albanyga.gov) or call the Procurement Office at 229-431-3211 for any subsequent addendums.**

**SPECIAL INSTRUCTIONS**  
**Architect/Engineering Professional**  
**Albany Transportation Center**  
**Reference No. 19-043**

**I. Response Submission**

One (1) original and six (6) copies of all information in response to this request shall be submitted to:

City of Albany  
Procurement Division  
222 Pine Avenue, Room 260  
Albany, Georgia 31701

**Submittals should be clearly marked on the outside as “RFQ No. 19-043,**  
**Architect/Engineering Professional**

Sealed responses may be hand delivered or mailed to the above listed address. Sealed responses must be delivered in writing. Verbal responses are not acceptable. The City of Albany assumes no responsibility for responses received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. If responses are delivered by other than hand delivery, it is recommended that the respondent verify delivery. Any submittal received after the specified time and date will not be considered and will be returned unopened to the firm.

A Pre-Submittal Conference will be held **at 10:00 a.m. on June 18, 2019, at the Procurement Division office**, to review requirements and answer questions. A site visit will follow immediately afterward. All prospective respondents are strongly encouraged to attend.

Responses must be received at the City of Albany Procurement Division address before **5:00 p.m. on July 9, 2019**. A Selection Committee will review all proposals submitted prior to the deadline. Based upon the background information reported in the RFQ, the Committee will determine whether the respondent is qualified or unqualified. The City reserves the right to request additional information or clarification from respondents. Cost will not be the sole determining factor in selecting a firm. The selection committee will rank the qualified firms based on the data submitted. The committee may require each of these firms to make a formal presentation to the selection committee regarding its qualifications to perform the requested services. The top ranked firm will be selected for final negotiations. Upon completion of negotiations and acceptance/approval by the Board of City Commissioners, a formal contract agreement will be executed between the City and the Contractor.

**II. Background**

The mission of ATS is to be responsive to the transportation needs of the Albany community by providing services that are safe, convenient, reliable, and environmentally

responsive with a goal of maximizing the taxpayers' return on investment. The fixed-route fleet currently consists of 10 buses operating from one maintenance facility. ATS's administrative offices are co-located with the maintenance facility. The ATS averages 850 passenger trips per year providing a viable option to the single occupant vehicle for Albany residents.

ATS operates regular route bus lines throughout the City of Albany. The existing Transfer Center is centrally located within the Central Business District (CBD) at 300 W. Oglethorpe Blvd. in the Greyhound Bus Terminal.

The City is currently leasing transfer center space at the Greyhound Bus Terminal. Over 2,000 passengers are presently using this interim transfer facility on a weekday to connect to other buses. A new facility would provide the system with more space for this transfer function.

### **III. General**

1. The successful Contractor shall be required to furnish, through an authorized agent in the State of Georgia, a 100% Performance Bond, a 100% Labor and Material Payment Bond and other insurance requirements as described in the Contract Documents. The Performance Bond and the Labor and Material Bond must be countersigned by an agent whose office is located in the State of Georgia and who is authorized to do business in the State of Georgia; and a valid Power-of-Attorney shall be attached to each Bond. Insurance requirements are provided in this notice.
2. The successful Contractor will be required to provide the Secretary of States Certification of Incorporation prior to award of contract.
3. GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT: The successful contractor will provide certification that they are in compliance with the Georgia Security and Immigration Compliance Act, certifying that the provisions of GA Law, O.C.G.A 13-10-91, Chapter 300-10-1, per the Georgia Department of Labor, if applicable, have been complied with in full. Pursuant to O.C.G.A 13-10-90(2), all subcontractors entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program.
4. Certificate of Non-Collusion: An executed copy of this form should accompany your submittal. (See Attached).
5. Governing Law & Venue: An executed copy of this form should accompany your submittal. (See Attached).
6. Drug Free Workplace: An executed copy of this form should accompany your submittal. (See Attached).
7. Debarred Bidders/Integrity Certification: An executed copy of this form should accompany your submittal. (See Attached).

8. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFQ. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in the RFQ.
9. All firms and their agents who intend to, or have submitted responses to this solicitation are hereby placed on formal notice that lobbying of City of Albany Government employees or members of the Evaluation Committee with the intent to manipulate the Procurement process may result in the immediate disqualification of such firm by the City from further consideration for this project.
10. Indemnity: To the extent permitted by law, the Contractor shall indemnify and save the City of Albany, its officers, agents, employees from and against all loss, cost, damages, expense and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person(s); or damage or destruction to property, real or personal, arising directly or indirectly from the work performed by the consultant, its subcontractors or employees.
11. Any proposal may be withdrawn up until the date and time set for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of sixty (60) days or until one of the proposals has been approved by the City Commission, whichever occurs first, to sell to the City the services described in this RFQ.
12. By submitting a proposal, the Contractor certifies that it has read and understands this Request for Qualifications and has full knowledge and willingness to comply with the scope, nature, quantity and quality of the work to be performed, the detailed requirements of the services to be provided and the conditions under which the services are to be performed.

#### **IV. Submittal Requirements**

The response must be concise and clear. *Unnecessary elaborate brochures or provision of material beyond which is requested, is not advised.* Submittal must be limited to twenty-five (25) total pages, including cover, back, and any divider sheets.

1. Cover Letter
2. Team Qualifications
  - a. Firm Profile (Prime only)
  - b. Team Organization Chart
  - c. Overview of Sub consultants, including DBE participation
  - d. Resume (Project Manager and Project Architect, and their office location)
3. Relevant Experience
  - a. Multimodal facility design experience that includes both municipal bus and intercity bus components.
  - b. Experience integrating multimodal facilities into historically sensitive areas.
  - c. Experience with GDOT and with FTA funded multimodal projects.
  - d. Office Location

## V. Evaluation Criteria

- Multimodal facility design experience that includes both municipal bus and intercity bus components. (Provide a minimum of four (4) examples of Project specific work currently performed or completed within the last four (4) years that best illustrates the team's relevant experience. Provide a description of the work, including project scope, modes accommodated, services provided, and location of office providing services. In addition, provide a reference and their contact information for each project including name, title, mailing address, telephone number, and email address.) **40%**
- Experience integrating multimodal facilities into historically sensitive areas. (Provide a brief description of your design approach and examples of successfully integrating multimodal facilities into historically sensitive areas.) **25%**
- Experience with GDOT and with FTA funded multimodal projects. (Provide a brief overview of your project experience with GDOT and with FTA funded multimodal projects.) **25%**
- Office Location. (Clearly indicate the office where the work will be performed and the staffing level at this office. If multiple offices are to be utilized, they must be listed with an explanation as to what services will be provided at each location and their staffing levels.) **10%**

## VI. Insurance Requirements

Contractor shall maintain insurance with companies licensed to do business in the State of Georgia acceptable to the City for the protection of the City and name it as an additional insured, against all claims, losses, costs or expenses arising out of injuries or death of persons whether or not employed by consultant, whether arising from the acts or omission, negligence or otherwise of contractor or any of its agents, employees, patrons, or other persons, and growing out of work being done by Contractor on behalf of City, such policies to provide for a liability limit on account of each accident resulting in the bodily injury or death of not less than One Million (\$1,000,000) Dollars, a liability limit of not less than One Million (\$1,000,000) Dollars for each accident for property damage. Contractor shall also carry product liability insurance for personal injuries and/or death in the amount not less than One Million (\$1,000,000) Dollars for any one person. Contractor shall maintain a combined single liability limit of One Million (\$1,000,000) Dollars, covering owned, non-owned, leased, and hired vehicles and name the City of Albany as an additional insured. Contractor shall maintain professional liability covering errors and omissions of not less than One Million (\$1,000,000) Dollars, per claim covering itself and all of its employees and agents, and shall indemnify and hold harmless the City of Albany and their representatives and employees, from any claims, demands, actions, and causes for actions arising from any negligent act or omission under the terms of the contract. Contractor shall furnish to the City satisfactory evidence that it carries Worker's Compensation Insurance in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than One Hundred Thousand (\$100,000) Dollars of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Albany.

Contractor shall furnish evidence of the continuance in force of said policies by providing copies of timely declaration page(s) to the City of Albany Risk Management Department. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsements (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies which show the City of Albany as additional insured. The Certificate of Insurance must provide the project name and our project number on all certificates; where the Project requires Contractor's Pollution Legal Liability coverage or Contractor's Professional E & O coverage, per project coverage would be allowed. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions, and/or cancellation.

The City's sole judgment shall control as to the sufficiency of the coverage.

SUBMIT WITH RESPONSE, specimen copy of Certificate of Insurance. Upon award of contract and prior to commencement of work under this contract, the selected contractor(s) shall provide the City of Albany with acceptable proofs of insurance coverage.

## VII. Approximate Contract Award Date and Duration

Award will be contingent upon property acquisition.

## VIII. Interview

The City of Albany may conduct an interview with companies that are responsive to this request. ***If interviews are deemed necessary by the Selection Committee***, current plans are for interviews to be scheduled during the **third week of July 2019**. In order for a company to be responsive and deemed eligible for an interview the following conditions must be met:

1. The committee appointed by the City of Albany will review the qualification information and will conduct the interviews. Evaluation of the qualifications of the prospective contractors will be based upon the submitted information and the interview.
2. Each company's response to this request for qualifications must be received no later than the date stated herein.
3. Each company's response must be complete. Information submitted separately at a later date will not be considered by the City of Albany unless specifically requested in writing by the City of Albany for clarification of previously submitted information. The format of the interview will be a 45-minute (maximum) presentation with a fifteen-minute (minimum) question and answer period after the presentation.
4. The top ranked Contractor will be selected for final negotiations. Upon successful completion of negotiations and acceptance/approval by the Board of City Commissioners, a formal contract agreement will be executed between the City and the Contractor.

## **IX. Project Requirements**

The Albany Transportation Center will house bus transfer and administrative support functions for Albany Transit System (ATS), intercity bus station functions and dedicated bus slips (Greyhound), and a computer room for community use. It is anticipated that the Transportation Center will be approximately 10,000 SF in a one-story building.

A summary of program needs follows:

### **A. Albany Transit System**

- Dispatch Manager's Office
- Operations (2 work stations)
- Dispatch / Customer Service Counter
- Paratransit Office
- Copy / File Room
- Security Office
- Lost and Found
- Driver's Break Room
- Staff Restroom
- IT Room
- Passenger Waiting Room

### **B. Greyhound Lines, Inc.**

- Ticket Counter
- Customer Service
- Baggage / Package Room
- Shipping Desk
- GPX Lock Box
- Cash Room
- IT Room
- Storage Room

### **C. Community Use**

- Computer Room

### **D. General / Shared**

- ATS / Greyhound Waiting Room
- Vending
- Restrooms
- Mechanical, Electrical, and Plumbing (MEP) equipment room
- Janitor / Housekeeping Room

### **E. Site Requirements**

- Twelve (12) ATS saw tooth bus bays with canopy cover for seven (7) minimum.
- Two (2) Greyhound angled bus slips

- Dedicated through-block bus circulation (West Oglethorpe Blvd. to Highland Avenue).
- Seventeen (17) ATS staff and visitor parking spaces.
- Four (4) Greyhound staff, customer, and GPX parking spaces.
- One (1) Taxi parking space
- One (1) off-street loading space
- Nineteen (19) public parking spaces
- One (1) Trash collection area
- Pedestrian Plaza
- Bicycle racks

## **1. PROJECT GOALS**

The Albany Transportation Center should address the following needs of ATS:

- Present a positive, welcoming, image of public transportation to the community.
- Compliment and reinforce the adjacent Historic Harlem Business District.
- Provide comfortable waiting space and amenities for transit patrons.
- Provide a safe and secure environment for passengers and staff.
- Design to environmentally responsible principals, but LEED certification is not a requirement.
- Design facility for full compliance with ADA accessibility guidelines and with Universal Design principals in mind.

## **2. PROFESSIONAL SCOPE OF SERVICES**

The Consultant shall provide and manage the professional disciplines listed herein through the customary Schematic, Design Development, Construction Documents, Bid and Award, and Construction Contract Administration phases of project development.

Scope will include demolition plans for existing Greyhound Bus Terminal, Ritz Cultural Center, and two (2) existing retail buildings. Demolition of any structure in contact with the existing Ritz Theater will require demolition and rehabilitation plans in accordance with the Secretary of the Interior's "Standards for the Treatment of Historic Properties". Demolition plans and Transportation Center plans will be submitted to GDOT and SHPO for review and approval in accordance with the City's Memorandum of Agreement (MOA) with FTA, GDOT, and SHPO.

Scope will also include archaeological monitoring during construction excavation activities. Results of data recovery and monitoring will be submitted to FTA, GDOT, and SHPO in accordance with the MOA.

## **A. Site Development Services**

1. Site Survey
  - Furnish a survey by a licensed surveyor, describing the physical characteristics, legal limitations, and utility locations for the site, including a written legal description.
2. Geotechnical Engineering
  - Test borings, pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions.
  - Pavement recommendations
3. Historic / Archaeological
  - Provide demolition and rehabilitation plans to Secretary of Interior's Standards.
  - Archaeological monitoring during construction excavation activities.

## **B. Design Services**

1. Schematic Design
  - Review and confirm City's Program and Budget.
  - Conceptual site and building plans
  - Preliminary selection of building systems and materials.
  - Development of approximate dimensions, area, and volumes.
  - Perspective sketch or 3D computer model.
  - Management of all team disciplines
  - Schematic Design level construction cost estimate
2. Design Development
  - Continued development and expansion of Schematic Design to establish the final scope, relationships, forms, size and appearance.
  - Plans, sections, and elevation
  - Typical construction details.
  - Perspective sketches or 3D computer model
  - Final materials selection
  - Equipment layouts
  - Management of all team disciplines
  - Design Development level construction cost estimate
3. Construction Documents
  - Prepare drawings and specifications based on approved Design Development documents setting forth in detail the construction requirements.
  - Management of all team disciplines
  - Construction Document level construction cost estimate.
  - Assist City in preparation of necessary bidding information.

- Upon authorization from the City, submit Construction Documents to the Building Department for final plan review and approval.

**C. Bid and Award**

1. Assist City in preparation of necessary bidding information.
2. Participate in Pre-bid meeting
3. Provide written response to RFI from bidders.
4. Assist City in evaluation of bids.

**D. Construction Contract Administration**

1. Participate in pre-construction meeting
2. Participate in regular Owner, Architect, and Contractor site meetings.
3. Process submittals
4. Conduct site visits at appropriate intervals
5. Prepare supplemental documentation
6. Process change orders
7. Review and certify contractor's applications for payment.
8. Project closeout including but not limited to Substantial Completion and issuance of Final Certificate for payment.

**3. PROFESSIONAL DISCIPLINES**

The City intends to select a single firm to design and manage the Project and serve as the Prime Consultant. The Prime Consultant may subcontract for completion of professional disciplines not offered by the Prime Consultant. The following professional discipline are anticipated for the Project.

- Architecture
- Landscape Architecture
- Civil Engineering
- Structural Engineering
- MEP / FP Engineering
- Cost estimating
- Site Survey
- Geotechnical engineering
- Historical / Archaeological

**4. ATTACHMENTS**

- Memorandum of Agreement
- Site Boundary Map

**X. Questions**

All questions should be submitted in writing to the Procurement office, Attn: Kimberly M. Allen, Buyer, at [kiallen@albanyga.gov](mailto:kiallen@albanyga.gov) and [mtrotter@albanyga.gov](mailto:mtrotter@albanyga.gov), cc: [tewilliams@albanyga.gov](mailto:tewilliams@albanyga.gov). Replies of substance will be in the form of written addenda made available to all potential respondents. No questions will be accepted after 5 p.m. on **July 2, 2019**.

***\*COMPLETE AND SUBMIT\****

## ***CERTIFICATION OF NON-COLLUSION***

The respondent being sworn, disposes and says,

\_\_\_\_\_

\_\_\_\_\_

The Contractor submitting this and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this submittal.

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

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

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

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

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

***\*COMPLETE AND SUBMIT\****

## ***GOVERNING LAW AND VENUE***

Contractor agrees that as to any actions or proceedings arising out or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

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

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

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

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

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

**\*COMPLETE AND SUBMIT\***

## ***Drug Free Workplace Certification***

DRUG FREE WORKPLACE REQUIREMENTS: The Contractor will provide the following certification that a Drug Free Workplace will be provided on the Project.

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating the "Drug Free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug free workplace shall secure from that Subcontractor the following written certification:

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

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

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

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

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

***\*COMPLETE AND SUBMIT\****

## ***DEBARRED BIDDERS/INTEGRITY CERTIFICATION***

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion  
(49 CFR, Part 29):

The Contractor must certify that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Contractor certifies that he or she shall obtain an identical certification from all its sub-contractors. The Contractor also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Contractor.

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

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

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

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

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

**INDEMNITY AGREEMENT**

This indemnity agreement made and entered into in favor of CITY OF ALBANY ("ALBANY"), a municipal corporation, by \_\_\_\_\_.

WHEREAS, \_\_\_\_\_ has submitted a bid to ALBANY so as to provide \_\_\_\_\_.

NOW, THEREFORE, as an additional consideration in ALBANY awarding the bid to \_\_\_\_\_.

\_\_\_\_\_ agrees to indemnify and hold harmless ALBANY, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of \_\_\_\_\_, its officers, agents, or employees in connection with said bid /award; provided this indemnity shall not extend to any damage, injury or loss due to ALBANY's sole negligence or willful misconduct of ALBANY. \_\_\_\_\_ shall defend against all such claims and pay expenses of such defense, including reasonable attorney fees, and all judgments based thereon.

WITNESS THE HAND AND SEAL of the \_\_\_\_\_ pursuant to proper corporate authority \_\_\_\_ day of \_\_\_\_\_, 2019.

**[CORPORATE NAME]**

By: \_\_\_\_\_

Title \_\_\_\_\_

Attest: \_\_\_\_\_

Title \_\_\_\_\_

[Affix Corporate Seal]

**AFFIDAVIT  
TO  
COMPLY WITH O.C.G.A § 13-10-91**

NOTE: This particular document is to be used when contracting with corporations. Under Georgia law a corporation cannot execute an affidavit. The actual execution of the affidavit must be by a principal of the corporation.

**AFFIDAVIT**

Personally appeared before the undersigned, duly authorized by law to administer oaths, \_\_\_\_\_

\_\_\_\_\_ who being duly sworn deposes and says:

*[Name of Principal of Corporation]*

1.

I am a principal of \_\_\_\_\_, by virtue of my position as \_\_\_\_\_

*[Name of Corporation]*

\_\_\_\_\_  
*[Name of Title – such as president or vice-president]*

2.

The statements contained herein are based on my personal knowledge and I do not labor under any physical or mental difficulties. I am over 21 years of age and I understand the City of Albany will rely on the statements contained herein as a part of the City’s obligations under O.C.G.A. § 13-10-91. This affidavit is given in conjunction with a construction project on behalf of the City of Albany known as \_\_\_\_\_.  
*[Name of Project]*

3.

I understand that the City of Albany may not enter into a contract with \_\_\_\_\_ unless  
*[Name of Corporation]*

it has registered and does participate in the Federal Work Authorization Program defined in O.C.G.A. § 13-10- 90(2), to-wit:

(2) “Federal work authorization program” means any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603.

4.

I understand that \_\_\_\_\_ may only contract with subcontractors that are registered  
*[Name of Corporation]*  
with and participate in the Federal Work Authorization Program. I swear, under penalty of perjury, \_\_\_\_\_  
\_\_\_\_\_ will begin work at this project only with subcontractors that meet such  
*[Name of Corporation]*  
requirements and an appropriate affidavit will be provided to City from each subcontractor.

5.

I further understand that upon contracting with any new subcontractor, \_\_\_\_\_,  
*[Name of Corporation]*  
must provide City with a written notice which shall include an affidavit attesting to the subcontractor's name,  
address, user identification number and date of authorization to participate in the Federal Work Authorization  
Program. All of this must be done within five (5) business days of entering into a contract or agreement for hire  
with a new subcontractor.

6.

I swear under penalty of perjury that \_\_\_\_\_ has registered and does participate in the  
*[Name of Corporation]*  
Federal Work Authorization Program as defined in paragraph 3 above.

7.

Furthermore, I swear that the Contractor's Company E-Verify ID Number for \_\_\_\_\_  
*[Name of Corporation]*  
is \_\_\_\_\_ and the date of such authorization is \_\_\_\_\_.  
*[Insert Number]* *[Insert Date]*

\_\_\_\_\_  
*[Name]*

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

**AFFIDAVIT  
TO  
COMPLY WITH O.C.G.A § 13-10-91**

NOTE: This particular document is to be used when contracting with a business owned by individual(s). The business is not incorporated nor is it set up in any other formal structure such as a limited liability partnership.

**AFFIDAVIT**

Personally appeared before the undersigned, duly authorized by law to administer oaths, \_\_\_\_\_

\_\_\_\_\_ who being duly sworn deposes and says:

*[Name of Owner(s)]*

1.

I/ we are owners of \_\_\_\_\_. The latter is a trade name for the business operated by the undersigned.

*[Name of Business]*

2.

The statements contained herein are based on my/our personal knowledge and I/we do not labor under any physical or mental difficulties. I/we am over 21 years of age and I/we understand the City of Albany will rely on the statements contained herein as a part of the City's obligations under O.C.G.A. § 13-10-91. This affidavit is given in conjunction with a construction project on behalf of the City of Albany known as \_\_\_\_\_

*[Name of project]*

3.

I/we understand that pursuant to O.C.G.A. § 13-10-91 the City of Albany may not enter into a contract with me/us unless I/we has/have registered and do/does participate in the Federal Work Authorization Program defined in O.C.G.A. § 13-10-90(2), to-wit:

(2) "Federal work authorization program" means any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603.

4.

I/we understand that my/our business may only contract with subcontractors that are registered with and participate in the Federal Work Authorization Program. I/we swear, under penalty of perjury, that my/or business will begin work at this project only with subcontractors that meet such requirements and an appropriate affidavit will be provided to City from each subcontractor.

5.

I further understand that upon contracting with any new subcontractor, I/we must provide City with a written notice which shall include an affidavit attesting to the subcontractor’s name, address, user identification number and date of authorization to participate in the Federal Work Authorization Program. All of this must be done within five (5) business days of entering into a contract or agreement for hire with a new subcontractor.

6.

I/we swear under penalty of perjury that I/we have registered and do participate in the Federal Work Authorization Program as defined in paragraph 3 above.

7.

Furthermore, I/we swear that the Contractor’s Company E-Verify ID Number for

\_\_\_\_\_ is \_\_\_\_\_ and the date of such authorization is  
*[Name of Business]*      *[Insert Number]*  
\_\_\_\_\_  
*[Insert Date]*

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
*[Name – if more than one owner]*

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

**SUBCONTRACTOR’S AFFIDAVIT  
TO  
COMPLY WITH O.C.G.A § 13-10-91**

NOTE: This particular document is to be used when Subcontracting with General Contractors. Under Georgia law a corporation cannot execute an affidavit. The actual execution of the affidavit must be by a principal of the corporation.

**AFFIDAVIT**

Personally appeared before the undersigned, duly authorized by law to administer oaths,

\_\_\_\_\_ who being duly sworn deposes and says:

*[Name of Subcontractor]*

1.

I am a principal of \_\_\_\_\_, by virtue of my position as

*[Name of Subcontractor]*

\_\_\_\_\_  
*[Name of Title--such as president or vice-president or owner]*

2.

The statements contained herein are based on my personal knowledge and I do not labor under any physical or mental difficulties. I am over 21 years of age and I understand the City of Albany will rely on the statements contained herein as a part of the City’s obligations under O.C.G.A. § 13-10-91. This affidavit is given in conjunction with a construction project on behalf of the City of Albany known as \_\_\_\_\_.

*[Name of Project]*

3.

I understand that all subcontractors entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program defined in

O.C.G.A. § 13-10-90(2), to-wit:

(2) “Federal work authorization program” means any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603.

4.

I swear under penalty of perjury that \_\_\_\_\_ has registered  
*[Name of Subcontractor]*

and does participate in the Federal Work Authorization Program as defined in paragraph 3  
above.

5.

Furthermore, I swear that the Contractor's Company E-Verify ID Number for

\_\_\_\_\_ is \_\_\_\_\_ and the date of such authorization is  
*[Name of Subcontractor]*      *[Insert Number]*

\_\_\_\_\_  
*[Insert Date]*

\_\_\_\_\_  
*[Name]*

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

**SCOPE OF SERVICES  
ARCHITECTURAL / ENGINEERING DESIGN SERVICES  
ALBANY TRANSPORTATION CENTER  
CITY OF ALBANY, GEORGIA  
RFQ #19-043**

**1. INTRODUCTION**

As required by the Albany Transit System (ATS) and Federal regulations regarding competitive procurement for professional services, the ATS is requesting submittals from qualified Architectural and Engineering Firms for the design of a bus transfer center as described below.

**2. PROJECT BACKGROUND**

The mission of ATS is to be responsive to the transportation needs of the Albany community by providing services that are safe, convenient, reliable, and environmentally responsive with a goal of maximizing the taxpayers' return on investment. The fixed-route fleet currently consists of 10 buses operating from one maintenance facility. ATS's administrative offices are co-located with the maintenance facility. The ATS averages 850 passenger trips per year providing a viable option to the single occupant vehicle for Albany residents.

ATS operates regular route bus lines throughout the City of Albany. The existing Transfer Center is centrally located within the Central Business District (CBD) at 300 W. Oglethorpe Blvd. in the Greyhound Bus Terminal.

The City is currently leasing transfer center space at the Greyhound Bus Terminal. Over 2,000 passengers are presently using this interim transfer facility on a weekday to connect to other buses. A new facility would provide the system with more space for this transfer function.

The City commissioned an Environmental Assessment for the Project which is currently in the final stages of completion. The City anticipates proceeding with design shortly after FTA issues a FONSI and subsequent property acquisition.

**3. PROJECT DESCRIPTION**

The Albany Transportation Center will house bus transfer and administrative support functions for Albany Transit System (ATS), intercity bus station functions and dedicated bus slips (Greyhound), and a computer room for community use. It is anticipated that the Transportation Center will be approximately 10,000 SF in a one-story building.

A summary of program needs follows:

**A. Albany Transit System**

- Dispatch Manager's Office
- Operations (2 work stations)
- Dispatch / Customer Service Counter
- Paratransit Office
- Copy / File Room
- Security Office
- Lost and Found
- Driver's Break Room
- Staff Restroom
- IT Room
- Passenger Waiting Room

**B. Greyhound Lines, Inc.**

- Ticket Counter
- Customer Service
- Baggage / Package Room
- Shipping Desk
- GPX Lock Box
- Cash Room
- IT Room
- Storage Room

**C. Community Use**

- Computer Room

**D. General / Shared**

- ATS / Greyhound Waiting Room
- Vending
- Restrooms
- Mechanical, Electrical, and Plumbing (MEP) equipment room
- Janitor / Housekeeping Room

**E. Site Requirements**

- Twelve (12) ATS sawtooth bus bays with canopy cover for seven (7) minimum.
- Two (2) Greyhound angled bus slips
- Dedicated through-block bus circulation (West Oglethorpe Blvd. to Highland Avenue).
- Seventeen (17) ATS staff and visitor parking spaces.
- Four (4) Greyhound staff, customer, and GPX parking spaces.
- One (1) Taxi parking space
- One (1) off-street loading space
- Nineteen (19) public parking spaces

- One (1) Trash collection area
- Pedestrian Plaza
- Bicycle racks

#### **4. PROJECT GOALS**

The Albany Transportation Center should address the following needs of ATS:

- Present a positive, welcoming, image of public transportation to the community.
- Compliment and reinforce the adjacent Historic Harlem Business District.
- Provide comfortable waiting space and amenities for transit patrons.
- Provide a safe and secure environment for passengers and staff.
- Design to environmentally responsible principals, but LEED certification is not a requirement.
- Design facility for full compliance with ADA accessibility guidelines and with Universal Design principals in mind.

#### **5. PROFESSIONAL SCOPE OF SERVICES**

The Consultant shall provide and manage the professional disciplines listed herein through the customary Schematic, Design Development, Construction Documents, Bid and Award, and Construction Contract Administration phases of project development.

Scope will include demolition plans for existing Greyhound Bus Terminal, Ritz Cultural Center, and two (2) existing retail buildings. Demolition of any structure in contact with the existing Ritz theater will require demolition and rehabilitation plans in accordance with the Secretary of the Interior's "Standards for the Treatment of Historic Properties". Demolition plans and Transportation Center plans will be submitted to GDOT and SHPO for review and approval in accordance with the City's Memorandum of Agreement (MOA) with FTA, GDOT, and SHPO.

Scope will also include archaeological monitoring during construction excavation activities. Results of data recovery and monitoring will be submitted to FTA, GDOT, and SHPO in accordance with the MOA.

#### **A. Site Development Services**

##### 1. Site Survey

- Furnish a survey by a licensed surveyor, describing the physical characteristics, legal limitations, and utility locations for the site, including a written legal description.

##### 2. Geotechnical Engineering

- Test borings, pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and

resistivity tests, including necessary operations for anticipating subsoil conditions.

- Pavement recommendations
3. Historic / Archaeological
    - Provide demolition and rehabilitation plans to Secretary of Interior's Standards.
    - Archaeological monitoring during construction excavation activities.

## **B. Design Services**

1. Schematic Design
  - Review and confirm City's Program and Budget.
  - Conceptual site and building plans
  - Preliminary selection of building systems and materials.
  - Development of approximate dimensions, area, and volumes.
  - Perspective sketch or 3D computer model.
  - Management of all team disciplines
  - Schematic Design level construction cost estimate
  
2. Design Development
  - Continued development and expansion of Schematic Design to establish the final scope, relationships, forms, size and appearance.
  - Plans, sections, and elevation
  - Typical construction details.
  - Perspective sketches or 3D computer model
  - Final materials selection
  - Equipment layouts
  - Management of all team disciplines
  - Design Development level construction cost estimate
  
3. Construction Documents
  - Prepare drawings and specifications based on approved Design Development documents setting forth in detail the construction requirements.
  - Management of all team disciplines
  - Construction Document level construction cost estimate.
  - Assist City in preparation of necessary bidding information.
  - Upon authorization from the City, submit Construction Documents to the Building Department for final plan review and approval.

## **C. Bid and Award**

1. Assist City in preparation of necessary bidding information.
2. Participate in Pre-bid meeting
3. Provide written response to RFI from bidders.
4. Assist City in evaluation of bids.

#### **D. Construction Contract Administration**

1. Participate in pre-construction meeting
2. Participate in regular Owner, Architect, and Contractor site meetings.
3. Process submittals
4. Conduct site visits at appropriate intervals
5. Prepare supplemental documentation
6. Process change orders
7. Review and certify contractor's applications for payment.
8. Project closeout including but not limited to Substantial Completion and issuance of Final Certificate for payment.

### **6. PROFESSIONAL DISCIPLINES**

The City intends to select a single firm to design and manage the Project and serve as the Prime Consultant. The Prime Consultant may subcontract for completion of professional disciplines not offered by the Prime Consultant. The following professional disciplines are anticipated for the Project.

- Architecture
- Landscape Architecture
- Civil Engineering
- Structural Engineering
- MEP / FP Engineering
- Cost estimating
- Site Survey
- Geotechnical engineering
- Historical / Archaeological

### **7. ATTACHMENTS**

- Memorandum of Agreement
- Site Boundary Map

# Federal Clauses for Procurements Funded with FTA Dollars

To be used for all **Non-Construction** procurements over \$10,000.00

- excludes Micro Purchases (less than \$9999.99)

- 1) **No Federal Government Commitment or Liability to Third Parties.** Except as the Federal Government expressly consents in writing, the Recipient agrees that:
  - a) The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement, and
  - b) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.
  
- 2) **False or Fraudulent Statements or Claims.**
  - a) Civil Fraud. The Recipient acknowledges and agrees that:
    - i) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31.
    - ii) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
    - iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.
  - b) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, 17 FTA Master Agreement MA(24), 10-1-2017 assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.
  
- 3) **Access to Recipient and Third Party Participant Records.** The Recipient agrees, and assures that each Subrecipient, if any, will agree, to:
  - a) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Recipient and each of its Subrecipients, 34 FTA Master Agreement MA(24), 10-1-2017
  - b) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Recipient or Third Party Participant within books, records, accounts, or other locations, and
  - c) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.
  
- 4) **Civil Rights**
  - a) Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:
    - i) Prohibit discrimination based on race, color, or national origin,
    - ii) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, and

- iii) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) All other applicable federal guidance that may be issued.
- b) Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:
  - i) Statutory and Regulatory Requirements. The Recipient agrees to comply with:
    - (1) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
    - (2) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and
    - (3) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement. 38 FTA Master Agreement MA(24), 10-1-2017
  - ii) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 C.F.R. part 26.
  - iii) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that:
    - (1) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and
    - (2) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached in TrAMS. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.
  - iv) Assurance. As required by 49 C.F.R. § 26.13(a):
    - (1) Recipient Assurance. The Recipient agrees and assures that: 1 It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts, 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
    - (2) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
      - (a) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26,
      - (b) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable, 39 FTA Master Agreement MA(24), 10-1-2017
      - (c) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and
      - (d) The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

- v) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.
- vi) Prompt payment mechanisms *(added by GDOT, not listed in 2018 Master Agreement)*
  - (1) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.
  - (2) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:
    - (a) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.
    - (b) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.
    - (c) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.
  - (3) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
  - (4) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.
  - (5) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:
    - (a) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.
    - (b) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
    - (c) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid
- c) Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:
  - i) Federal laws, including:
    - (1) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities,
    - (2) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities: 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 40 FTA Master Agreement MA(24), 10-1-2017 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer,"
    - (3) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,
    - (4) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and

- (5) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- ii) Federal regulations and guidance, including:
  - (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37,
  - (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27,
  - (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38,
  - (4) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
  - (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
  - (6) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
  - (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,
  - (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F,
  - (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194,
  - (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609,
  - (11) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and
  - (12) Other applicable federal civil rights and nondiscrimination regulations and guidance.
- d) Equal Employment Opportunity. *(added by GDOT, not listed in 2018 Comprehensive Review List)*
  - i) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
    - (1) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,
    - (2) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
    - (3) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,
    - (4) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," and
    - (5) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,
  - ii) Specifics. The Recipient agrees to, and assures that each Third Party Participant will:
    - (1) Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination based on their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,
    - (2) Affirmative Action. Take affirmative action that includes, but is not limited to:
      - (a) Recruitment advertising, recruitment, and employment,
      - (b) Rates of pay and other forms of compensation,
      - (c) Selection for training, including apprenticeship, and upgrading, and
      - (d) Transfers, demotions, layoffs, and terminations, but
    - (3) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and
  - iii) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
    - (1) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and

- (2) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note
- 5) Energy Conservation. The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.
- 6) Federal Changes. Applicability – All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.
- 7) Incorporation of Federal Transit Administration (FTA) Terms. All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.
- 8) Right of the Federal Government to Terminate.
- a) Justification. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if: (1) The Recipient has failed to make reasonable progress implementing the Award, (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award, or (3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.
- b) Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that those obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
- c) Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.
- 9) Solid Wastes (Recycled Products) – A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **Procurements in the amount of \$25,000.00 or more**

- 10) **Debarment and Suspension.** The Recipient agrees to the following:
- a) It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
  - b) It will not enter into any arrangement to participate in the development or implementation of the Underlying Agreement with any Third Party Participant that is debarred or suspended except as authorized by:
    - i) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200,
    - ii) U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto,
    - iii) Executive Order No. 12549, “Debarment and Suspension of Participants in Federal Programs,” February 18, 1986, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, “Debarment and Suspension,” August 16, 1989 31 U.S.C. § 6101 note, and
    - iv) Other applicable federal laws, regulations, requirements, or guidance regarding participation with debarred or suspended Recipients or Third Party Participants.
  - c) It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by U.S. DOT regulations, 2 C.F.R. part 1200.
  - d) It will include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
    - i) Complies with federal debarment and suspension requirements, and
    - ii) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
  - e) If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:
    - i) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement,
    - ii) FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or
    - iii) FTA Chief Counsel.

### **Procurements in the amount of \$100,000.00 or more**

- 11) **Lobbying Restrictions.** The Recipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:
- a) Laws, Regulations, Requirements, and Guidance. This includes:
    - i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended, 16 FTA Master Agreement MA(24), 10-1-2017
    - ii) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
    - iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
  - b) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient’s or Subrecipient’s proper official channels.
- 12) **Clean Air Act** (42 U.S.C. §§ 7401 – 7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. §§ 1251 – 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree 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 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 13) **Awards Not Involving Construction.** The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

## **Procurements in the amount of \$150,000.00 or more**

- 14) Preference for United States Products and Services. Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:
- a) Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j),
  - b) Cargo Preference—Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.- Flag Vessels," 46 C.F.R. part 381, and
  - c) Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.
- 15) Disputes, Breaches, Defaults, or Other Litigation.
- a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
  - b) Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Recipient is located.
    - i) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
    - ii) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
    - iii) If the Recipient has credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of the Recipient, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the Recipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located.
  - c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.
  - d) Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

## **Procurements for Architectural and Engineering Services Involving Construction of New Buildings or Additions to Existing Buildings**

- 16) Seismic Safety. The Recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 et seq., and U.S. DOT regulations, "Seismic Safety," 49 C.F.R. part 41, specifically, 49 C.F.R. § 41.117.

**NOTE – BEFORE SIGNING, PLEASE STRIKE THROUGH ANY CLAUSES NOT APPLICABLE TO CURRENT TRANSACTION.**

For the Vendor Only:

|  |  |
|--|--|
| Name of Vendor -<br>(NAPA, Office Depot, Doctor Electric, etc.)                  |  |
| Name of Sales Rep, Cashier, or Other<br>Employee of Vendor Conducting the Sale - |  |
| Signature of Employee -  |  |
| Date Signed -  |  |

For Transit System Only:

|                          |  |
|--------------------------|--|
| Name of Transit System - |  |
| Product Purchased -      |  |
| Total Purchase Price -   |  |
| P.O. # (if known) -      |  |

## SELECTION CRITERIA:

The following criteria will be used by the Selection Committee to evaluate submittals:

1. Multimodal facility design experience that includes both municipal bus and intercity bus components. (Provide a minimum of four (4) examples of Project specific work currently being performed or completed within the last four (4) years that best illustrates the team's relevant experience. Provide a description of the work, including project scope, modes accommodated, services provided, and location of office providing services. In addition, provide a reference and their contact information for each project including name, title, mailing address, telephone number, and email address.)
2. Experience integrating multimodal facilities into historically sensitive areas. (Provide a brief description of your design approach and examples of successfully integrating multimodal facilities into historically sensitive areas.)
3. Experience with GDOT and with FTA funded multimodal projects. (Provide a brief overview of your project experience with GDOT and with FTA funded multimodal projects.)
4. Office Location. (Clearly indicate the office where the work will be performed and the staffing level at this office. If multiple offices are to be utilized, they must be listed with an explanation as to what services will be provided at each location and their staffing levels.)

## SUBMITTAL REQUIREMENTS:

The response must be concise and clear. *Unnecessarily elaborate brochures or provision of material beyond that which is being requested is not advised.* Submittal must be limited to twenty-five (25) total pages, including cover, back, and any divider sheets.

1. Cover Letter
2. Team Qualifications
  - a. Firm Profile (Prime only)
  - b. Team Organization Chart
  - c. Overview of Subconsultants, including DBE participation
  - d. Resume (Project Manager and Project Architect, and their office location)
3. Relevant Experience
  - a. Multimodal facility design experience that includes both municipal bus and intercity bus components.
  - b. Experience integrating multimodal facilities into historically sensitive areas.
  - c. Experience with GDOT and with FTA funded multimodal projects.
  - d. Office Location