

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**for**  
**SUMMIT STAGE ELECTRIC CHARGING, FLEET STORAGE AND OPERATIONS CENTER**  
**BUILDING PROJECT**

**MARCH 13, 2023**  
**Solicitation #151020231**

**Proposals Due:**

April 19, 2023 by 4:00pm MST/MDT

**Overview**

Summit County Government (“County”) is soliciting responses from qualified firms (Contractor) to provide services for the Summit County Transit Department and hereby invites candidates interested in providing Owner’s Representative, Administrative, Procurement, Compliance and Project Management (Owner’s Rep) Services to submit a response to this Request for Qualifications (RFQ) in connection with the Summit Stage Electric Charging, Fleet Storage and Operations Center building project in Frisco Colorado.

The County proposes to retain a highly qualified, capable firm(s) to act as the Owner’s Rep responsible for design finalization, contractor solicitation/selection, preconstruction, construction and facility commissioning phases of the project. The candidate will be responsible for bringing the current 60% design drawings (attached) to completion, submitting and finalizing local, state and federal regulatory documents/permits, advertising for and selecting contractors, meeting federal/state compliance requirements/deadlines and creating/coordinating a complete project phasing plan, schedule and budget to complete the project timely and within budget in accordance with the guidance provided in this RFQ and the resulting contract for services between the Contractor and the County.

It is envisioned that this facility will provide storage and charging for approximately 50 transit vehicles while housing the maximum allowable number of employees and provide office space for transit operations. It is envisioned that a successful Owner’s Rep will include specialists in the areas of architectural/engineering, planning and project management and cost estimating with demonstrated experience in designing and building federally funded, transit facilities and housing facilities. The property is intended to be routinely accessed by the public as well as transit routes, a public bus stop and travelers using multiple modes of transportation such as automobiles and bicycles.

The County shall use funds generated by local sales taxes combined with an award from the federal, 5339a grant program in an approximate 20/80 ratio which will be managed by the Colorado Department of Transportation (CDOT), Division of Transit and Rail (DTR) to complete this project as more fully described below. At the time of this RFP, the County and CDOT have approved the County’s grant application. The formal grant agreement between CDOT and the County is still pending. The project will support the goals of the Summit County Commission and the Summit County Transit Advisory Board to reduce greenhouse gases and provide quality, dependable, multimodal, mass transit services.

Copies of the request are available at [www.SummitCountyCO.gov](http://www.SummitCountyCO.gov) under ‘Responses & Proposals’ or by request at the County Transit Department Office. Contact Chris Lubbers, Transit Director for additional project information at [chris.lubbers@summitcountyco.gov](mailto:chris.lubbers@summitcountyco.gov)

**Scope of Services**

Contractor shall furnish all labor, transportation, and incidentals necessary to perform the Owner’s Rep services. Work shall be completed as set forth in a contract for this project to be negotiated with the County based upon the Contractor’s written proposal. This project has been approved for funding by the County and DTR. Project oversight will be provided by the Summit County Transit Department.

The services will consist of preparing/completing the preliminary and final design/planning documents needed to

obtain application approval, building and grading permits, and detailed construction documents for all phases of the project. The services will also consist of project management and owner's representative services which include cost estimation and procurement management as well as coordination with DTR and the Federal Transit Administration (FTA) throughout the entire project.

All construction and design shall follow local development codes and related building codes. Particular emphasis should be placed on innovative, sustainable and cost-effective design and construction methods that demonstrate environmental soundness, neighborhood compatibility and access to current and future modes of transportation. The County desires that this development to be energy efficient and environmentally sustainable in all aspects of its design and operation. Contractor will ensure that this development meets a LEED or equivalent standard; however, County does not intend to actually pursue the award of the LEED designation due to the costs of commissioning and certification.

Specific construction methodology has not yet been determined and the Contractor will be expected to provide options, recommendations and accordingly, justification for its recommendations of construction methodology and best practices. However, it is generally anticipated that the Contractor will utilize a "Construction Manager at Risk" (CMAR) delivery method, in which construction documents will be published for FTA/DTR-compliant, competitive responses prior to selecting contractors to provide the necessary services. The Contractor will be responsible for the quality and timeliness of work from all contractors as well as the accounts payable, accounts receivable, regulatory compliance and budget adherence functions of the project.

The Owner's Rep Scope of Work will generally consist of the following:

General Requirements - The Contractor will be expected to provide a full range of architectural, engineering, cost estimating, accounts payable, accounts receivable, budget management, regulatory compliance, project management, work quality and timeliness responsibilities at all levels. The services shown below are not to be considered the final scope of work. The final scope of work will be determined between the selected candidate and the County. The Contractor will commit to managing design teams and contractors and organizing public entities in a manner that achieves the project priorities, goals and expectations.

Meetings and Public Relations – The Contractor should expect to plan and preside over all planning and construction meetings throughout the project held inside and outside of normal business hours. A Public Information Manager or equivalent will be expected to execute and support the County's communication needs for this project with a variety of audiences including residents, business owners, public agencies and others during the project.

Compliance Management – The Contractor will manage all compliance tasks for the project through to completion. This includes federal, state and local regulatory agency compliance, grant administration and financial administration. For example: The DTR Disadvantaged Business Enterprise (DBE) goal is 2.44%. Proposals must include a plan to contribute to DTR's DBE goal throughout the project. Accordingly, contractor selection and purchases must be in compliance with FTA/DTR guidance.

At all levels of design and construction, the Contractor will be required to provide detailed plans and cost estimation to federal, State and local governing agencies for all components of the project. A status set of plans will be kept available to the County for review as the Contractor prepares submittals to the appropriate agencies, utility companies, and affected property owners. The Contractor will coordinate the identification of rights-of-ways and easements, if applicable, and complete the preparation of right-of-way/easement exhibits and plans as required by local governance.

Document Review & Estimating – Contractor shall conduct ongoing pricing exercises to advise the design/construction teams on design decisions and best practices that ensure the project stays within budget and on schedule. In addition, milestone cost estimates will be required at the conclusion of Schematic Design and during Design Development if needed; with a detailed report in which cost comparisons are easily understood. Detailed

estimate reporting will be required to be reviewed and approved before proceeding to the next level of design. Therefore, timely reporting will be essential.

Value Analysis & System Analysis – System Analysis for major building systems and Value Analysis for cost-saving or value enhancements will be required. A trend log, including potential alternates and value engineering, shall be managed and communicated by the Contractor to the design/construction teams.

Constructability Reviews – The Contractor shall perform and/or oversee periodic constructability reviews during the design development phase through construction document phase. These may include review of construction assemblies, materials, lead time, architectural details, schedule impacts, sequencing and site limitations.

Procurement and Pricing – All work shall be competitively advertised setting a Guaranteed Maximum Price (GMP) in full compliance with FTA and DTR and shall be presented to the County for final acceptance. Contractor shall provide to the County any cost increases or decreases as they select local contractors. The GMP shall include the total of all subcontracts, the Construction Manager/General Contractor (if applicable), general conditions, fee and construction contingency. Setting of GMP can be as mutually agreed by Contractor and County.

Schedule – Contractor will coordinate with design/construction teams to establish a detailed project schedule identifying long lead items and critical path activities. Contractor shall manage the project schedule and communicate a 1-week strategy as well as a 3-week look ahead every week and provide updated full project schedules monthly with each of the design/construction teams. Contractor will routinely recommend adjustments to the schedule and budget to maximize the positive impact to the Project. Contractor will utilize innovation and manage risk to recover funds to reinvest in the project.

Financial – Contractor is responsible for the construction budget and will provide weekly budget updates to the Owner and Design/Construction Teams. Pay applications will be provided per the contract in a timely fashion. A change order control system shall be provided to advise the teams of potential added costs and shall be reviewed on a weekly basis. Contractor will be responsible for all budgeting forecasting, accounts payable, accounts receivable, grant reimbursement requests, grant close-outs, local funding requests and financial reporting to the County, FTA and DTR.

Submittals – Contractor shall institute a reasonable submittal process in consultation with design/construction teams; and facilitate timely reviews and responses. The Contractor will work with the County and design/construction teams to create and manage an ongoing site staging and work plan while meeting the requirements and deadlines of regulatory agencies.

Site – Contractor will provide supervision and oversight of all personnel, contractors and subcontractors. Contractor will ensure prohibited items by law are not brought on-site. Contractor is responsible for site safety and must submit and manage a comprehensive safety plan. Contractor will provide proactive management of any issues that may surface before and during construction. Contractor will be responsible for preparing documents in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) if needed during the project. Contractor, based on the recent NEPA Study (attached), will ensure compliance with local, state and federal agencies during the project.

Documentation and Administration – Contractor shall maintain and provide to the County, DTR, FTA and regulatory agencies as required, all construction related documentation such as RFI's, submittals, schedules and inspections, submittal reviews and continuous full time field inspections for the project. Similarly, Contractor shall provide local, state and federal regulatory agencies with all necessary documentation including but not limited to solicitations, proposals/responses, selection, contracting and purchases. The Contractor may also be required to produce "as constructed" drawings at the completion of the project. All documents shall also be kept securely in PDF format. All material submitted at the completion of the project shall become property of Summit County.

Quality – Quality control of the project and all resulting work product is the Contractor’s responsibility whether or not a Construction Manager/General Contractor is present.

Collaboration and Communication – Contractor shall foster collaboration, communication, and partnerships among community members and stakeholders throughout the project. Contractor shall leverage partnerships with stakeholders to maximize opportunity for the incorporation of innovation throughout the Project.

Completion & Warranty – Contractor will be responsible for close-out and warranty services in accordance with each contract for services. Contractor will manage design/construction teams to proactively and efficiently close out the project at completion. Contractor will report to DTR and complete final grant reimbursement requests and assist the County Finance Department with the grant close-out procedure. Contractor will provide warranty requests to the County and respond appropriately and timely to such requests. A warranty walk shall be included in Contractor’s services, along with warranty-related corrective work following the walk. Contractor will be responsible for coordinating a comprehensive, final commissioning plan and process for the project including soliciting for contractors and subcontractors as needed.

Sustainability Programs – Contractor will become familiar with all state and local sustainability programs including those from Summit County Government and other agencies. Contractor will ensure that the project supports and remains in compliance with these programs through to completion. Contractor will avoid and minimize impacts to environmental resources identified in the NEPA process and ensure that these commitments are carried forward into and through construction. Contractor will implement innovative methods for environmental stewardship throughout the project.

Utility Coordination - Contractor will manage utility coordination with the various utility providers with assistance from the County as needed. Contractors should be aware that all utilities will be provided directly from each utility provider. All utility conflicts must be identified, and relocation/removal plans must be coordinated through the appropriate utility companies.

Required Availability of Key Personnel - The Contractor shall make Key Personnel available to complete the services of the contract at the level the Project requires. County requires that all Key Personnel be engaged to perform their specialty for services required by this contract, and the Key Personnel shall be retained for the life of this contract to the extent practicable and to the extent that such services maximize the quality of work hereunder. If the Contractor or a subcontractor decides to replace any of its Key Personnel, the Contractor shall notify the County in writing of the desired change. No such changes shall be made until at least two qualified replacement candidates are recommended by the Contractor and a replacement is approved in writing by the County or its designated representative. The approval shall not be unreasonably withheld. Failure of the Contractor to comply with the requirements of this provision may be the cause for the County’s termination of the contract. The County or its designated representative will respond to the Contractor’s written notice regarding replacement of Key Personnel within fifteen working days after receipt of the list of proposed changes. If the County or its designated representative does not respond within that time, the listed changes shall be deemed to be approved. If, during the term of the contract, the County or its designated representative determines that the performance of approved Key Personnel is not acceptable, a notification shall be sent to the Contractor. The notification shall include a reasonable timeframe to correct such performance. Thereafter the Contractor may be required to reassign or replace such Key Personnel. If the County or its designated representative notifies the Contractor that certain Key Personnel of a subcontractor should be replaced, the Contractor shall use its best efforts to replace such Key Personnel within a reasonable time, but not to exceed fifteen working days from the date of the notice.

**Date and Time of Service**

Service will be performed on an ongoing daily basis beginning at contract execution and continue until final facility

commissioning and grant closeouts are complete. Service will be performed on a regular daily schedule as well as during weekends, holidays and non-traditional business hours as required. Potential schedule and availability of personnel should be included in contractor's written proposal.

### **Indemnification and Insurance**

Contractor shall indemnify and hold harmless the County from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the Contractor, Contractor's sub-contractors or otherwise arising out of the performance of services by Contractor. No later than seven (7) days following the execution of an Independent Contractor Agreement between the County and Contractor, the Contractor shall provide the County with certificates of insurance evidencing the types and amounts of insurance specified below:

- a. Worker's Compensation and Employer's Liability:
  - i. Worker's Compensation must be maintained with the statutory limits.
  - ii. Employer's liability is required for minimum limits of:
    - \$1,000,000 Each Accident
    - \$500,000 Disease Policy
    - \$1,000,000 Disease Each Employee
- b. Commercial General Liability:
  - i. \$1,000,000 Each Occurrence
  - ii. \$2,000,000 General Aggregate
  - iii. \$2,000,000 Products Completed Operations Aggregate
- c. Automobile Liability: Contractor will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and non-owned autos) used in the performance of services under this Agreement.
  - i. \$1,000,000 Combined Single Limit Each Accident

Insurance coverage shall not be reduced below the limits described above or cancelled without the County's written approval of such reduction or cancellation. Certificates of such insurance, of agents and subcontractors, shall be provided to the County upon request. With regard to all insurance, such insurance shall:

- Be primary insurance to the full limits of liability herein before stated and, should County have other valid insurance, County insurance shall be excess insurance only; and
- Not cancelled without thirty (30) days prior written notice to the County.

### **Bonding**

Bonds are required for all FTA-funded construction contracts exceeding the "Simplified Acquisition Threshold." However, the anticipated contract for Owner's Rep services resulting from this RFQ will provide for administrative and professional services as relates to the multiple other construction contracts that will be necessary to complete the project. Accordingly, the County will not require bonding from the Owner's Rep firm.

### **Proposal Format**

Qualifications and methods for performing services outlined in this RFQ shall be clearly stated to allow the County to effectively evaluate each proposal. Potential daily schedule of services as well as plans and strategies to satisfy all of the responsibilities of the Owner's Rep should be included.

### **Refinements and Improvements**

Applicants should feel free during the proposal submission process to provide any suggestions or comments that might be advantageous for the County to consider in terms of any efficiencies, issues or processes. The County is not committed to any single scenario, but efficiency of resources and minimizing impacts are critical in completing this work.

The following pages contain the RFQ instructions and the County's requirements.

**Part I - ADMINISTRATIVE INFORMATION**

**A. Issuing Officer**

This RFQ is issued by the Summit County Transit Department. For questions, please contact Chris Lubbers, Transit Director at [chris.lubbers@summitcountyco.gov](mailto:chris.lubbers@summitcountyco.gov)

**B. Purpose**

This RFQ provides prospective contractors with sufficient information to prepare and submit proposals for consideration by the County. To be considered responsive, each candidate must provide a complete narrative of their qualifications that would ensure the completion of the building project outlined in the RFQ.

**C. Scope**

This RFQ contains the instructions governing the proposals to be submitted and the materials to be included therein. These are mandatory requirements that must be met to be eligible for consideration.

**D. Scheduling**

Proposals must be submitted via email to [chris.lubbers@summitcountyco.gov](mailto:chris.lubbers@summitcountyco.gov) to the Transit Department by **April 19, 2023** no later than **4:00pm MST/MDT**. The proposal should outline a potential schedule for commencement of service to be negotiated during contract negotiations.

**E. Inquiries and Questions**

Prospective applicants are welcome to make inquiries and ask questions concerning the RFQ to obtain clarification of the requirements or schedule a site visit to the properties. Direct all inquiries to:

Chris Lubbers, Transit Director  
Summit County Transit Department  
[chris.lubbers@summitcountyco.gov](mailto:chris.lubbers@summitcountyco.gov)

Time Schedule:

**March 13, 2023** - Request for Qualifications publicly advertised and posted on County website

**March 27, 2023 at 9:00am** – Pre-proposal meeting (link and instructions below)

**March 31, 2023** - Deadline for all Questions

**April 5, 2023** - All Questions, Comments and Responses to Questions posted by the County at Bids & Proposals on [www.SummitCountyCO.gov](http://www.SummitCountyCO.gov)

**April 19, 2023** - Proposals must be submitted via email to [chris.lubbers@summitcountyco.gov](mailto:chris.lubbers@summitcountyco.gov) no later than 4:00p.m. MST/MDT

**April 21, 2023** - Official Response Opening at 9:00 a.m.

**Week of April 24 through 28, 2023** - Interview with Proposers if necessary

**Week of May 1 through 5, 2023** - Contract negotiations

**May 5, 2023** - Notice of Award and send Unsuccessful Responder letter (email) to all proposers

Pre-proposal Meeting Link and Instructions -

The meeting will be held remotely on March 27, 2023 at 9:00am using Zoom. The link to join the Zoom meeting is <https://summitcountyco-gov.zoom.us/j/3785199300>. The Meeting ID is 378 519 9300

This meeting will be the best time for potential proposers to ask questions pertaining to this project. Questions can also be sent via email to: Chris Lubbers, [chris.lubbers@summitcountyco.gov](mailto:chris.lubbers@summitcountyco.gov)

**F. Instructions for Submission of Proposals**

It is imperative, when submitting a proposal, that the outside of the submission email be addressed as follows and with appropriate text in the email subject line and text in the top few lines of the body of the email:

**Subject Line Text:**

<Vendor's Name> - Proposal for: SUMMIT STAGE ELECTRIC CHARGING, FLEET STORAGE AND OPERATIONS CENTER BUILDING PROJECT

**Body Text:**

ATTN: Chris Lubbers, Transit Director, Summit County Transit Department

Proposal for: SUMMIT STAGE ELECTRIC CHARGING, FLEET STORAGE AND OPERATIONS CENTER BUILDING PROJECT

1. Contractor's company name
2. Contact name and phone number

**G. Late Proposals**

It is the responsibility of each vendor submitting a proposal to ensure that emailed proposals arrive to the SUMMIT COUNTY TRANSIT DEPARTMENT by **4:00pm MST/MDT on April 19, 2023.**

**H. Proprietary Information**

Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself.

**I. Response Material Ownership**

All materials submitted regarding this RFQ become the property of the County and will only be returned at the County's option.

**J. Incurring Costs**

The County is not liable for any costs incurred by those who have submitted proposals prior to issuance of a signed contract.

**K. Acceptance of Proposal Content**

The contents from the selected contractor's proposal will become contractual obligations if a subsequent agreement is reached. Failure of the successful contractor to accept these obligations may result in cancellation of the award and such contractor may be removed from future solicitations.

**L. Acceptance Time**

The County intends to make a selection within 20 business days after the closing date for receipt of proposals.

**PART II – PROPOSAL CONTENT**

The proposal submitted must clearly address the requirements outlined in the RFQ. Any concerns that the contractor may have about meeting these requirements shall be specifically identified in the proposal.

## **Scope of Work**

Provide an outline of the contractor's understanding of the project. Summarize the basic approach to providing the services, and any recommendations on improving efficiencies in the process.

## **Qualifications**

Contractor shall furnish a summary of experience on similar projects and be prepared to provide examples. Include a brief description of past and current projects. Each summary shall include a brief project description and name, address and phone number of a local contact person involved in the project. The statement of qualifications should also provide a summary of contractor's ability to successfully complete the requirements of this RFQ. The statement of qualification shall be brief but shall include at a minimum the following:

1. Description of similar projects
2. Capabilities (including equipment) and staff

## **PART III – PROPOSAL EVALUATION AND SELECTION**

Qualifications – Unlike other procurement methods where price is an evaluation factor, an offeror's qualifications are evaluated to determine contract award.

Price – Price is excluded as an evaluation factor.

Most Qualified – Negotiations are first conducted with only the most qualified offeror.

Next Most Qualified – Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the County believes is fair and reasonable.

The County intends to engage the most qualified contractor available for this assignment while minimizing the costs to the County. Responsiveness to the RFQ will be a principal basis for evaluation. Proposals shall provide a straightforward and concise presentation adequate to satisfy the requirements of the RFQ. The proposal should clearly express the contractor's understanding of the County's specific requirements, indicating the contractor's qualifications to conduct this service in a thorough and efficient manner.

Failure to disclose a conflict of interest is a misdemeanor criminal offense under Colorado Law. Such conflict may arise if any public official exercises any substantial discretionary function in connection with a government contract, purchase, payment or other pecuniary transaction without necessary disclosures as defined by Colorado Revised Statutes (C.R.S.) Section 18-8-308 as amended.

## **Selection Process.**

1. The County reserves the right to reject any and all proposals, to consider alternatives, to waive irregularities and to re-solicit proposals.
2. The County reserves the right to conduct such investigations of, and discussions with, those who have submitted proposals ("Proponents") or other entities as it deems necessary to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
3. All proposals submitted must be valid for a minimum period of ninety (90) days after the date of the proposal opening. Each Proponent must submit with the proposal a list of all subcontractors, independent contractors or sub-consultants employed or proposed to be employed by the Proponent in the performance of the contract.
4. Selection of a contractor will be made at the sole discretion of the County. The County may consider the following criteria when evaluating proposals that includes but is not limited to:
  - a. The reputation, experience and efficiency of the Proponent.
  - b. The ability of the Proponent to perform the contract or provide the services within the time specified.
  - c. The comparative quality of the services response.



- d. The Proponent’s performance under previous contracts with the County.
  - e. The number and scope of conditions attached to the proposal.
  - f. The Proponent’s interest in the project, as well as their understanding of the project scope and the specific requirements of the County; and
  - g. The application of all of the above criteria to any sub-consultants, subcontractors or products to be utilized by the Proponent.
  - h. Have the financial resources adequate to perform the contract or the ability to obtain them;
  - i. Have the ability to meet the required delivery or performance schedule, taking into consideration all existing commitments;
  - j. Have a satisfactory performance record;
  - k. Have a satisfactory record of integrity and business ethics;
  - l. Be neither debarred nor suspended from Federal programs under DOT regulations, “Nonprocurement Suspension and Debarment, “2 C.F.R. parts 180 and 1200, or under the FAR at 48 C.F.R. part 9, subpart 9.4;
  - m. Have the necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them;
  - n. Be in compliance with applicable licensing and tax laws and regulations;
  - o. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
  - p. Be in compliance with applicable Disadvantaged Business Enterprise (DBE) requirements; and
  - q. Have other qualifications necessary to receive an award under applicable laws and regulations.
5. Contract negotiations will take place with the most qualified contractor. The County reserves the right to incorporate specific contract provisions into the Proponent’s standard contract if the County’s standard contract cannot be used. Such provisions include but are not limited to insurance and indemnification provisions and governmental immunity provisions. If a contract cannot be negotiated, the negotiations will be terminated in writing and negotiations will begin with the next most qualified contractor.

**PART IV – APPLICABLE FEDERAL/STATE REGULATIONS AND INDUSTRY STANDARDS**

Proposer shall conform to all applicable State and Federal laws and regulations and recognized industry, safety, environmental, and design standards.

All prospective participants (including contractors, subcontractors, and principals) must comply with all Federal and State laws and regulations to current history regarding debarment, eligibility, indictments, convictions, or civil judgments, including, but limited to, the following:

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

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;

- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

LOBBYING RESTRICTIONS - The bidder or proposer 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 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 bidder or proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The bidder or proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

NONDISCRIMINATION - The Contractor shall comply with all applicable legal requirements that enumerate unlawful employment practices including discrimination because of race, religion, color, gender, age, disability, or national origin, and that define actions required for affirmative action and minority/disadvantaged business programs. The Contractor shall not discriminate against any employee or applicant for employment because of race, color,

national origin, religion, gender, age, or physical handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, gender, age, disability, or national origin. Such action shall include 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 setting forth the provisions of this nondiscrimination clause.

DBE PROGRAM REQUIREMENTS - The DTR contract goal for DBE participation during the project is 2.44%. A DBE contract goal will be required for all Construction Project Contracts and will be set based on scope and size. The Contractor will be able to provide input as this deadline approaches. DTR Civil Rights staff shall also be involved so they understand the goal in relation to the scope.

Sufficient good faith efforts to meet the DBE contract goal shall be a condition of award for each Contractor. DBE documentation and subcontractor selection must be provided before a Construction Project Contract is awarded.

PREVAILING WAGES – Under 49 U.S.C. § 5333(a), Davis-Bacon Act prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, and repair projects. Third party contracts for construction, alteration, or repair at any contract tier exceeding \$2,000 must include provisions requiring compliance with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and implementing DOL regulations “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction,” 29 C.F.R. part 5. The Davis-Bacon Act requires that contractors pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. The Davis-Bacon Act also requires contractors to pay wages not less than once a week. The recipient must include a copy of the current prevailing wage determination issued by DOL in each contract solicitation and must condition contract award upon the acceptance of that wage determination.

ACCESS TO RECORDS AND REPORTS - 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-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records. 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 a contract with the County, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. The Contractor agrees to provide sufficient access to FTA, DTR and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. The Contractor agrees to permit FTA, DTR and its contractors’ access to the sites of performance under this contract as reasonably may be required.

RESTRICTED OR PROHIBITED TYPES OF CONTRACTS – Federal law prohibits the use of cost plus a percentage of cost (CPPC) and percentage of construction cost methods of contracting, and, therefore, FTA or DTR may not grant waivers for use of these contracting methods. See 2 C.F.R. § 200.323(d). Recipients must not only avoid using this type of contract, but they must also insert clauses in their cost-type contracts (i.e., those where the contractor is reimbursed for the allowable costs incurred in performance of the contract) that prohibit their prime contractors from using CPPC subcontracts.

BUY AMERICA – For any FTA assisted project, the steel, iron, and manufactured products acquired for use in the construction project must be produced in the United States, unless FTA has granted a waiver. See 49 U.S.C. § 5323(j); 49 C.F.R. part 661. FTA cautions that its Buy America regulations are complex and different from the Federal “Buy American Act” regulations in the Federal Acquisition Regulation (FAR) at 48 C.F.R. chapter 1, subchapter D, part 25, subparts 25.1 and 25.2. Recipients can obtain detailed information on FTA’s Buy America

regulation at the Federal Transit Administration's Buy America website.

ACCESSIBILITY – Facilities to be used in public transportation service must comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37; and Joint Access Board/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 C.F.R. part 37 the Access Board’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 C.F.R. part 37 modifying the ADAAG with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

SEISMIC SAFETY –The Contractor must include seismic safety provisions in its third party contracts for the construction of new buildings or additions to existing buildings as required by the Earthquake Hazards Reduction Act of 1977, 42 U.S.C. § 7701 et seq., and DOT regulations, “Seismic Safety,” 49 C.F.R. §§ 41.117 and 41.120.

ANTI-KICKBACK – Section 1 of the Copeland “Anti-Kickback” Act, at 18 U.S.C. § 874, prohibits anyone from inducing, by any means, any person employed on construction, prosecution, completion, or repair of a federally assisted building or work, to give up any part of his or her compensation to which he or she is otherwise entitled. Section 2 of that Act, at 40 U.S.C. § 3145, and implementing DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. part 3, imposes record keeping requirements on all third-party contracts for construction, alteration, or repair exceeding \$2,000. Under Appendix II to 2 C.F.R. part 200— Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, recipients’ third-party contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act, as amended, and implementing DOL regulations. 3.2.13 Contract Work Hours and Construction Safety – Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Pursuant to 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT - The Contractor agrees that it will not use any violating facilities, it will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”, it will report violations of use of prohibited facilities to FTA; and it will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

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.