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gwinnettcounty

December 8, 2016

**REQUEST FOR PROPOSAL
RP001-17**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified consultants for a **Comprehensive Transit Development Plan** for the Gwinnett County Department of Transportation.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 P.M. local time on Tuesday, January 10, 2017** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A pre-proposal conference is scheduled for **10:00 A.M. on December 22, 2016** at the Gwinnett County Financial Services-Purchasing Division-2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. All consultants are urged to attend. Questions regarding proposals should be directed to Chris Duncan, Purchasing Associate II at Christopher.duncan@gwinnettcounty.com or by calling 770-822-8741, no later than **3:00 P.M. December 30, 2016**. Proposals are legal and binding upon the bidder when submitted. One unbound original and 4 copies should be submitted.

Successful Consultant will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

The written proposal documents supersede any verbal or written prior communications between the parties.

Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals to waive technicalities, and to make an award deemed in its best interest.

Award notification will be posted after award on the County website, www.gwinnettcounty.com and companies submitting a proposal will be notified via email.

We look forward to your proposal and appreciate your interest in Gwinnett County.

Chris Duncan
Purchasing Associate II

The following pages should be returned in duplicate as your proposal:

Code of Ethics Affidavit, Page 18

E-Verify, Page 19

References, Page 20

Fee Schedule (return in a separate envelope) Pages 23-24

Certification Forms, Pages 26-28



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PROJECT INFORMATION

PROJECT OVERVIEW

Gwinnett County herein referred to as the County is issuing this request for proposals (RFP) to provide professional and technical services for a COMPREHENSIVE TRANSIT DEVELOPMENT PLAN (CTDP) for the Gwinnett County Transit System. This planning study will assist the County in identifying short and long range plans for the Transit System, including future development and capital priorities. The plan will address the system as a whole and include operational improvements and a capital plan. The plan will inform County decision makers of the most effective way to leverage funding to increase ridership and revenue, while addressing the transportation needs of the County. The purpose of this study is to not only provide a development strategy for the short term over the next two years, but to also provide direction and guidance in how the County should mold its Transit Program to best support the continued growth and development of Gwinnett County.

PROJECT TIMEFRAME

It is desired that Tasks 1-8 be completed in less than twelve (12) months from the Notice to Proceed date. The Consultant is encouraged to recommend proposed changes to this timeframe as part of the suggested modifications to the Project Management Plan (PMP) described in Section II.A.

BACKGROUND

The CTDP will serve as a tool to inform Gwinnett County officials and its residents about future transit needs, the projects that address those needs, and the cost and benefit implications of those projects; based on an evaluation of potential funding sources. This study will build off previous studies, including but not limited to the 2010 Five-Year Gwinnett County Transit Development Plan, the I-85 Corridor Alternatives Analysis Study, the 2017 Comprehensive Transportation Plan, and will provide the road map for not only near term improvements, but develop the roadmap for a vision of Gwinnett County in 2040.

SCOPE OF SERVICES

COMPREHENSIVE TRANSIT DEVELOPMENT PLAN CRITICAL ISSUES

The Gwinnett County Department of Transportation is currently in the process of developing an Comprehensive Transit Development Plan. The CTDP serves as a roadmap for how the County would like to see transit networks develop to serve current and future needs. The following Critical issues are a starting to point of consideration for the study.

- How much change does GCT need to make?
- How does GCT serve the most people as efficiently as possible?
- Where are potential new markets; where are unserved/underserved areas and where is growth occurring (residential and jobs)?
- How does GCT tap new markets in suburban areas and new employment centers throughout the Gwinnett County region?
- What market research tools will inform GCT of key customer travel behaviors and attitudes in order to increase existing ridership and attract new riders?
- How does GCT engage the public in a dialogue of transit needs and expectations?
- Does GCT want to be reactive to growth trends or proactive to help shape regional growth?
- What is the optimum balance of transportation services between commuter, fixed and paratransit modes?
- Who are the peer agencies for GCT? How does their performance compare to GCT?
- What is the right balance between GCT as social service, congestion relief and basic access functions?
- How much emphasis should be placed on attracting choice riders versus improving the quality of service for riders who have no other transportation alternatives?
- What should be GCT's target reach? In other words, what percentage of the county's population can access GCT service?
- What is the right balance between frequency, span of service and geographic coverage in service design?
- What attributes of system and route performance should be most important?
- Should GCT give preference in providing service to areas that provide physical and/or monetary support for transit?
- Do the demographic trends of population aging and disability increases support continuing separate services or a more blended system?
- Should there be a bigger role for transit in providing congestion relief in the region?

- What capital and operating requirements are necessary to achieve the vision for GCT?

PROJECT INITIATION (TASK 1)

Immediately following receipt of the Notice to Proceed, the CONSULTANT will hold an informal **kickoff meeting** with Gwinnett County DOT to set expectations for the schedule, communication protocols, product deliverables, and project coordination. The CONSULTANT will then use that input toward preparation of a **Project Management Plan (PMP)**. The PMP will identify roles and responsibilities, communication protocols, a schedule and format for regular progress reporting, and a system to track the completion of action items. Within two weeks of the kickoff meeting, the CONSULTANT will submit the draft PMP to Gwinnett County. Following the County's approval of the PMP, the CONSTANT Project Manager will review the PMP with the members of the CONSULTANT team so that everyone understands the expectations and the techniques to be used. The PMP will also identify those specific mechanisms that will be used for project coordination. A Project Management team will be identified that will include County staff, and the CONSULTANT. The PM Team will meet regularly, perhaps every other month, or as agreed upon. A Technical Committee will also be identified as a means of discussing technical data and methodologies, and soliciting input of a technical nature. The Technical Committee will likely include the PM Team plus technical staff from appropriate State and regional transportation and planning agencies.

The CONSULTANT will develop a **preliminary set of goals** for the CTDP, which will be drawn from the transit plans, economic development initiatives, prior transportation studies, evolving federal planning and funding initiatives, and local knowledge. This preliminary set will provide a basis for defining the TDP to involved parties and for initial startup documents. The CONSULTANT will document a specific plan for community outreach and involvement in a **Public Involvement Plan (PIP)**. The specific strategies and tools identified for use will result in meaningful and abundant feedback from across a diverse citizenry. The PIP will utilize online tools and may use social media, as well as informal, small group meetings to reach out to stakeholders.

This plan is to have considerable opportunities for public comment and outreach. This Comprehensive Transit Development Plan is the largest work in the Transit Program's history and it is critical to understand the needs, issues and opportunities for both the short term and long term future of the Transit program within Gwinnett County. While traditional public meetings and a project web site will be used, the CONSULTANT will also utilize stakeholder committees and stakeholder interviews. This will allow for greater involvement from representatives of a diverse cross-section of community groups, such as:

- Institutions (Gwinnett Technical Community College, Georgia Gwinnett College, Gwinnett Hospital (Lawrenceville and Duluth))
- Business Community Leaders (Community Improvement Districts, Gwinnett Chamber of Commerce)
- Neighborhood groups
- Special-interest groups (Seniors, Youth, Disabled)
-

Additional advisory committees may be established to provide policy and/or technical input as the update progresses. PIP should address these as an option.

The PIP will identify specific tools and techniques for outreach to traditionally underserved or traditionally less involved populations. The PIP will also identify two public opinion polls during the CTDP Update. The CONSULTANT shall also review all relevant community engagement efforts performed by other transit operating agencies. Public Outreach in utilizing various methods and means is to be considered a critical element in all aspects of this CTDP development, and it is expected that the CONSULTANT will lead this effort. The PIP will need to take into consideration Gwinnett County's most recent Title VI analysis and work to ensure that Non-English and Limited English Proficiency populations are part of the PIP program. A draft PIP will be submitted to Gwinnett County within four (4) weeks of receipt of the Notice to Proceed. The CONSULTANT will meet and discuss the PIP with Gwinnett County, and will then incorporate refinements or revisions to the PIP as discussed and as practicable within the scope and budget of the CTDP contract.

The CONSULTANT will design, create and launch the initial project web site. The initial purpose of the web site will be to provide information about the CTDP Update and provide a place where updates and future documents will be posted for public consumption. In addition, an avenue for contacting the project team and submitting comments will be incorporated. The CONSULTANT will coordinate the content and design of the web site with Gwinnett County DOT and Communications personnel.

The PIP should acknowledge the fact that the adoption of the final CTDP will be made by the Gwinnett County Board of

Commissioners, which is made up of the Elected Officials who set direction and formulate policy. The PIP should therefore reveal strategies on how to interact and involve the Chairman and District Commissioners, both as a body and individually. The COUNTY has available for use Remix Planning tool that can be made available for use during any portion of this project.

PLAN OBJECTIVES

The Eight Tasks of this project are to address the following overarching plan objectives.

- Determine public and key stakeholders' level of satisfaction, needs and expectations of the Gwinnett County Transit System.
- Provide a reliable database upon which existing services can be evaluated with respect to measures of efficiency and effectiveness.
- Evaluate GCT existing service to develop change to route alignments, schedules, span of service and service frequencies that will improve individual routes and system productivity and align transit services with demand.
- Provide a solid foundation for future service expansion by developing system level service concepts, design guidelines and performance monitoring techniques.
- Develop service plan recommendations that can be incorporated with Atlanta Regional Commission's regional and long range transportation plans and improvements.
- Consider alternative transportation modes and programs and how they can work together with the overall Gwinnett County Transit program.

DELIVERABLES:

- Kickoff meeting
- Project Management Plan (draft and final, 10 copies each)
- Preliminary CTDP Goals
- Identification of Project Management Team and Technical Committee
- Public Involvement Plan (draft and final, 10 copies each)
- Launch initial project web site
-

** REGARDING ALL DELIVERABLES: Typographical and grammatical errors shall be corrected prior to delivery of any documents or materials to the County, to the extent possible. It shall be the responsibility of the CONSULTANT to ensure that all preliminary or final drafts submitted to the County at any time during the development of the CTDP are proofread prior to delivery. County staff review of consultant-submitted work products should be limited to correcting factual errors, rewording policy recommendations, if necessary, and making substantive comments regarding conclusions and technical findings that result from the CTDP effort.*

INVENTORY & ASSESSMENT OF EXISTING CONDITIONS AND TRENDS (TASK 2)

The CONSULTANT will complete an inventory and analysis of existing conditions and trends. Much of the necessary data is readily available from Gwinnett County, the Atlanta Regional Commission (ARC), Georgia DOT and recent planning documents. The CONSULTANT will obtain, review and summarize the following information:

- Transit routes, services and ridership from Gwinnett Transit and other related public transit service provided in the county
- Transfer Analysis
- Bicycle and pedestrian facilities that support transit
- Bus stop amenities
- Technology
- Origin and Destination data for both Inter and Intra county trips
- Past, current and future growth – including population, employment, and land uses from County and City Comprehensive Plans and from ARC data
- Planned and programmed transportation improvements – from ARC and from County and City capital improvement programs
- Implementation of previous plans – from Gwinnett County DOT

- Past and present funding for capital, as well as for maintenance and operations – from Gwinnett County and other data sources

In addition to the data listed above, the CONSULTANT will conduct a Data Meeting with County staff to discuss data sources and availability. The primary purposes of this meeting will be to identify pertinent data, identify any gaps in available data, and identify the appropriate means of obtaining that data. The CONSULTANT will also invite and seek to include staff from ARC and GDOT.

In addition to empirical data, the CONSULTANT will also inventory and analyze citizen and stakeholder opinions and views as part of the analysis of existing conditions through three primary tasks – **stakeholder interviews**, a **public opinion poll**, as described in the PIP, and an **On-Board Survey**. Up to 10 stakeholder interviews will be conducted during Task 2. The initial public opinion poll may be combined and coordinated with any other recent or ongoing opinion polls or market research surveys sponsored by Gwinnett County or other regional public institutions.

The CONSULTANT will obtain, review and summarize this information in an **Existing Conditions Technical Memorandum**. Data will be summarized in tables, graphs and maps to the greatest extent practicable rather than including lengthy data tables in the memorandum. All data obtained will be organized electronically and provided to the County upon request at any time during the project. Rather than simply repeating data to the reader, the CONSULTANT will prepare this memorandum to summarize existing conditions and trends, and to display spatial data on maps.

The CONSULTANT will submit a draft Technical Memorandum to the County in both electronic and hard copy, with up to ten hard copies provided as requested. Upon receipt of comments from the County, PMT and/or Technical Committee, the CONSULTANT will update and revise the Technical Memorandum as appropriate. A listing of comments, responses and revisions will be prepared along with the revised Technical Memorandum. The final Technical Memorandum will be provided in both electronic and hard copy, with up to ten hard copies provided as requested. (This same process for delivery of reports - submit draft, review and comment, produce final along with listing of changes - will also be followed for subsequent technical memorandums in this scope.)

This Technical Memorandum will also include a comparison of performance metrics from at least 5 peer transit agencies.

DELIVERABLES:

- Existing conditions data
- Existing Conditions Technical Memorandum, draft and final
- Stakeholder Interviews (up to 10)
- Public Opinion Poll
- On Board Survey
- Peer Review

GOALS, VISIONING AND PRIORITIES (TASK 3)

This scope of work has provided baseline goals and questions that this study is to answer. However, this is also the largest Transit specific undertaking the county has undertaken in Gwinnett County Transit's 15 year history. With that consideration, the CONSULTANT should develop as part of this CTDP study a final list of Goals and Priorities that are to prevail through this body of work. These Goals, Vision and Priorities will be developed during the public outreach and stakeholder group sessions. The list of the Goals, Critical Issues and Plan Objectives are to be the framework for this CTDP the Goals, Visioning and Priorities Task will ensure that the initial outline of this plan after public and stakeholder consultation is still providing the best short, medium and long term guidelines for Gwinnett County Transit.

Following the development of the mission statement, GCT embarked on a comprehensive strategic planning process. The purpose of the GCT Strategic Plan is to answer the question: "What role can public transportation fulfill in meeting the mobility needs of the Gwinnett County community?" The process resulted in five core goals and objectives.

Goal 1: Transit is to provide transportation to employment, educational, cultural, medical, shopping and other resource

centers for community members, with special attention to those who do not have access to other modes of transportation.

Objective: To identify areas with transit dependent block groups that have an above average propensity to use transit by assessing census data.

Objective: Recommend change on a system-wide basis to better address the needs of citizens.

Objective: Emphasize regional connections for all ground transportation.

Goal 2: Transit provides solutions to help manage transportation corridors within Gwinnett County that have a deficient level of service.

Objective: Assess major roadways for deficient levels of service where transit can assist in maintaining or improving level of service.

Objective: Identify neighborhoods that are burdened due to cut through or commuter traffic and develop service plans.

Objective: Attempt to improve air quality by reducing traffic congestion along specific corridors.

Goal 4: GCT operates in such a manner that is cost effective.

Objective: Continue to pursue dedicated funding sources for transit services.
(Examples: sales tax, gasoline tax, etc.)

Objective: Develop alternative revenue sources that have the least impact on local community tax papers.

Objective: Create a fare structure with a subsidized rate for people with low incomes.

Objective: Thoroughly investigate options using new technology to achieve operating cost savings. Examples are hybrid/electric buses, alternative fuels, and transit management software and advances fare collection technologies.

Goal 5: Continue to foster the GCT and Regional transit services interface in order to achieve community goals.

Objective: Continue to coordinate with Regional Transit Providers to avoid duplication of transit services.

Objective: Develop specific services in conjunction with Regional Transit Providers, tailored to meet the needs of affiliated passengers.

Objective: Improve and increase connectivity with Human Service Transportation providers within the county to improve transportation availability to vulnerable populations.

DELIVERABLES:

- Goals, Vision and Priorities Draft and Final Technical Memorandum, include methods as to how the updated Goals, Visions and Priorities will be integrated through the CTDP.

SHORT, MEDIUM AND LONG TERM NEEDS (TASK 4)

In Task 4 the CONSULTANT will assess future needs, develop a listing of potential strategies to address those needs, and conduct analyses of candidate improvement strategies and projects. The CONSULTANT will approach the assessment of future needs in three elements.

1. Short Term needs items that can be implemented in the next 12 months and take into consideration current and future locally and federally approved budgets;

2. Medium Term needs for recommendations and consideration for the next 2-8 years and;
3. Long Term needs to develop a strategy to address the Transit needs of Gwinnett County up to 2040.

The CONSULTANT will consider the Title VI requirements for each recommended plan, and detail analysis to meet the Title VI Requirements and Guidelines for Federal Transit Administration (FTA) Recipients (FTA C 4702.1B) for the Short Term Needs. This specifically requirement is to Collect and Report Demographic Data (including passenger surveys) and Requirement to Monitor Transit Service relative to Gwinnet County Transit service standards and policies.

First, **short term needs** and potential improvements will be examined and developed. This analysis will rely on an extrapolation of existing travel conditions and demands, without modeling redistribution of travel patterns or behaviors. This method will allow for identifying needs and testing short-term improvement concepts. The short term needs and operational plan may include but is not limited to, restructuring local fixed route maps to provide more direct connections, improved travel time and on time performance for the current riding population, while providing a local fixed route map that promotes increase in transit ridership. It should also make considerations for any improvements on the Express Bus and Paratransit programs as well. The Express plan should also take into consideration any Downtown or other upcoming construction projects that will have an impact on service. The short-term plan should strive to remain within the current budget and any implementation strategies should take into account the Gwinnett County Board of Commissioners 2017 and 2018 approved budgets increases. It should also consider the current available Fleet and an upcoming major construction projects that may have a substantial impact on service.

The CONSULTANT will prepare and submit a **Short-Term Needs Assessment Technical Memorandum**. This Technical Memorandum should include revenue neutral improvement to the Transit System including route restricting and a list of lower cost improvements or amenities for increase in service and revenue potential. For the Short-Term Needs, the Consultant will also prepare an operating plan, schedules and other printed collateral and public outreach based on Gwinnett County's current guidelines for public outreach for implementation is expected.

The CONSULTANT will assess **Medium-Term needs and will provide a Needs Assessment Technical Memorandum** that outlines the next level of service delivery implantation and determines the required financial and capital resources for deployment. The CONSULTANT will assess **Long Term needs and will provide a Needs Assessment Technical Memorandum** that can be built by using travel demand modeling and analyses of year 2040 travel conditions derived from the County Transportation Plan. The scenario development for long term transportation needs should not be limited to rubber tired vehicles but should explore all feasible transit options. This analysis can include but is not limited to the development of High Capacity Dedicated Right of Way Transit solutions and disruptive technology solutions. The assessment should also include the next steps for the development of future projects as well as detail the funding; requirements, availability and implications for the County.

Task 4 will conclude with an extensive effort to share the findings of the assessment of future needs and solicit feedback on potential improvement strategies. Specific efforts will be further detailed in the PIP, but will include at a minimum of 15 meetings with the **Technical Committee and Stakeholder Committee, stakeholder interviews** (especially with the traditionally under-served citizen groups and the business community), and online mechanisms. Public Outreach should include both current riders of the system and outreach to populations currently not using the service but would under different conditions.

DELIVERABLES:

- Short-term needs assessment and Technical Memorandum (including route and system maps, schedules, maps, text and tables, 25-35 page working draft document, draft and final, up to 10 copies)
- Medium-term needs assessment and Technical Memorandum (including maps, text and tables, 30-50 pages working draft document, draft and final, up to 10 copies)
- Long-term needs assessment and Technical Memorandum (including maps, text and tables, 30-50 pages working draft document, draft and final, up to 10 copies)
- Title VI Analysis Comparison for the current system vs the Short-Term Changes Plan (draft and final, 20 copies each)
- Digital (GIS) Updated Transit Layer Map with list of recommended changes
- Technical Committee meeting, including meeting documentation
- Stakeholder Committee meeting, including meeting documentation
- Stakeholder interviews (up to 30)
-

FARE POLICY OVERVIEW AND RECOMMENDATIONS (TASK 5)

The CONSULTANT will then analyze and develop fare policy recommendations based on the current GCT fare structure and the capabilities available through current or developing technologies. The goal is to maximize ridership and revenue, while providing customers an easy to understand system and identify programs that will speed up the boarding process. The Fare Policy Overview and Recommendations should consider any changes to the GCT fare program and how to best implement region wide fare initiatives seamlessly within the GCT program. This may include developing options such as mobile fare payment solutions.

Additionally, fare programs may be considered such as employer based pass programs, youth pass programs etc. The COUNTY would like recommendations on an overall program that is competitively priced given other regional considerations and disruptive technologies that are on the market. This analysis should also include program delivery that considers Gwinnett County Transit as a part of the host of other services provided by Gwinnett County and how Transit can support the overall mission and service delivery for Gwinnett County.

The Fare Analysis is to include calculations based on the preferred recommendations for ridership and revenue. The Fare policy should take into account the requirements for fare increases and major service reductions as detailed in the Public Participation Plan of the County's 2016 Title VI Program.

DELIVERABLES:

- Fare Policy Assessment and Technical Memorandum Recommendations
- Public Outreach based on preferred policy program that will satisfy both FTA requirements and the Gwinnett County Transit Policy.
- Fare Policy Assessment Final Recommendations and Program Implementation Strategy.
- Update Cubic Fare Matrix to reflect approved changes.

ALTERNATIVE AND REGIONAL TRANSIT CONNECTIONS (TASK 6)

Gwinnett County Transit is part of a diverse and active Regional Transit Community. It is important for not only Gwinnett County, but also for the region, that opportunities to interconnect systems to provide seamless Travel is achieved wherever possible, this includes but is not limited to MARTA, CCT and GRGA. The CONSULTANT will evaluate and summarize the testing of future scenarios in terms of lessons learned from each scenario, including lessons that are system-wide and lessons that are location specific. In addition, the CONSULTANT will conduct a ½ day workshop with the PM Team to review and discuss the evaluation results and lessons learned.

The CONSULTANT will also, as part of the CTDTP, consider regional and alternative transit and transit demand programs that will not enhance the Gwinnett County Transit program but provide more choice to current rider and non-rider populations to opt for no automobile trips. Partnerships, technology platforms and other current or trending programs in transit should be considered for its applicability within the Gwinnett County Transit program.

DELIVERABLES:

- Opportunities assessment and Technical Memorandum (including maps, text and tables, 10-20 page working draft document, draft and final, up to 30 copies)

FINANCIAL CONSIDERATION (TASK 7)

In Task 7, the CONSULTANT will use the findings from Task 2-6 to develop the **recommended CTDTP strategies, policies and projects**. In Task 7, the CONSULTANT will also analyze current and potential future **funding**, including local, state and regional funding forecasts. The CONSULTANT will undertake technical analyses, internal team **working sessions** as well as at least one ½ day working session with the **PM Team** to discuss preliminary recommendations. The products resulting from Task 4 will not be official documents for submittal, but will include the initial lists, maps and tables which will begin to form the documentation in Task 8 The CONSULTANT recommendations should take into consideration meeting the requirements of the

new FAST ACT for Highway and Transit Performance Targets and Asset Management Plans.

The CONSULTANT will develop the following CTDP elements for discussion with the PM Team:

- Fiscally unconstrained transportation plan that includes policies, programs and specific potential transit projects and planning-level concepts and cost estimates. It should also include roadway, walking and biking and other transportation related programs that will support transit. Consideration should also be made that Gwinnett County Transit is part of Gwinnett County Department of Transportation and multimodal projects should be considered as well in an effort to improve project delivery and extend value to the County.
- Funding context (including a funding forecast of local, state and federal sources)
- Implementation Plan for Short, Medium and Long Term Needs
 - Priorities in tiers
 - Funding plan, including eligible discretionary grant program and other means to finance the plan
 - Projects, programs and policies organized by category or mode
 - Identify opportunities for accelerated project delivery

The CONSULTANT will summarize the preliminary CTDP recommendations suitable for public consumption and then present the preliminary recommendations for public comment. The CONSULTANT will conduct a **public open house meeting** to present the preliminary recommendations. In addition, the CONSULTANT will prepare a **summary presentation** which can be viewed and comments received directly from the **project web site**.

The CONSULTANT will conduct targeted **community outreach** to traditionally under-represented populations (as will be more specifically described in the PIP) as well as to key stakeholders. The CONSULTANT will meet with and present the preliminary recommendations and attempt to gather meaningful input and comment. The CONSULTANT will also conduct a meeting with the **Stakeholder Committee** to discuss the preliminary recommendations and seek input.

The CONSULTANT will conduct a second **survey of public opinions** on the preliminary CTDP recommendations. This survey will measure public opinion on the preliminary CTDP recommendations. The CONSULTANT will develop the survey design and questions for review and approval by the PM team, then conduct the survey via a telephone survey instrument, or another appropriate method. These efforts should result in a survey that is both internally and externally valid with results that can be generalized for the county at large. The results will be summarized in tables and graphs, and in PowerPoint format. Any services changes should take into account the requirements for fare increases and major service reductions as detailed in the Public Participation Plan of the County's 2016 Title VI Program and satisfy FTA requirements.

DELIVERABLES:

- Preliminary recommendations – strategies, policies, projects, funding, priorities, and implementation plan - including associated maps, lists and tables documented in working draft format (up to 30 copies)
- Internal team work sessions
- PM Team work session and meeting documentation
- Public open house meetings, up to 3
- Survey of public opinions (completed surveys, analysis of results and summary report, up to 20 copies)

FINAL RECOMMENDATION (TASK 8)

The CONSULTANT will prepare final study documentation and work with the County staff as adoption of the resulting Plan is sought. The CONSULTANT will organize prior Technical Memorandums and develop the final TDP Update Report and summary documents. These documents include:

- Technical Memorandums (most were completed during preceding work tasks)
 - Project Management Plan

- Public Involvement Plan
- Existing Conditions Analysis
- Vision, Goals and Evaluation Framework
- Title VI Analysis Assessment
- Gwinnett Comprehensive Transit Development Plan, including:
 - Complete documentation of each task
 - Prioritization process and results
 - Funding Plan and Implementation Plan
 - Linkages to other County Plans – where transit can support the overall sustainability and development of the county
 - Electronic documents for suitable for posting to County’s web site
 - Hard copy documents in color and bound, up to 25 sets
- Near Term Action Projects, at a minimum, project categories shall include:
 - Route Plans and Implementation Strategy
 - Outreach Strategy
 - Capital Needs and Strategy and Financial Plan
- Summary Documents
 - Gwinnett CTD Update Summary Report brochure, both in electronic format and hard copies, up to 10, 2-sided 8.5 x 11 pages, 100 copies
 - Online CTD – all study products formatted especially to be in a more user-friendly fashion on Gwinnett County’s web site
- Additional Items for Further Study
 - A short summary of additional items that warrant further study based on discussions and analysis of this body of work but are beyond the scope of this project.
 - Should include a short list of topics each study should include and approximate cost for the body of work.

OPTIONAL STUDIES

The CONSULTANT will shall provide consideration and pricing for the following Optional Tasks, to be exercised at the option of the County. The CONSULTANT does not have to provide a proposal and cost for all the Optional items to still be considered responsive to the main body of work.

- Optional Task A- Marketing and Branding Plan

The CONSULTANT shall develop a marketing plan for the recommended service plan. Specific recommendations regarding collaboration with regional and local transportation demand management efforts may be part of this task. This program is to consider traditional and non-traditional methods and to consider how Gwinnett County Transit can support the County. Recommendations for using storytelling, including sample stories, as part of establish the Gwinnett County Transit Brand may be part of this task. This task should be part of the effort to increase ridership and attitudes towards transit service.

- Optional Task B- Annual Route Minor Modification Process

The CONSULTANT shall develop a performance monitoring system utilizing existing data sources to assist Gwinnett County’s effort to annually modify routes in need of minor adjustments due to internal and external factors.

- Optional Task C – Bike-Transit Connection Recommendations

The CONSULTANT shall develop a set of specific recommendations to improve the transit-bicycle connection. Last-mile connections to major origins/destinations, bike sharing, bicycle amenities, and other concepts may be elements of this task. More specifically, the Consultant shall develop recommendations for:

- Develop means to integrate existing and future bike share systems into the fixed-route transit network. Consider ways Gwinnett Transit can pursue deliberate and coordinated integration efforts to extend the reach of transit service and create a seamless user experience. These might include pursuing partnerships with jurisdictions, universities, CID’s private business, community partners and employers and developing supportive messages that convey bike share as a key partner to Gwinnett County Transit
- Develop recommended consistent messages on safety, cooperation and the benefit of bike/transit integration to create a positive culture of support that leverages on-the-ground investments
- Develop recommended education and outreach strategies to accompany bike access to transit policies and investments, with a goal of minimizing bike/ traffic conflicts.
- Develop recommended policy to guide where and when to increase bike parking capacity at stations and stops, along with design guidelines to ensure that parking is well-located, attractive and secure.
- Develop recommended means to coordinate with partner agencies regarding bicycle access to transit stops and stations. Ongoing system upgrades present opportunities to improve bicycle access to transit by mutually leveraging Gwinnett County Transit and local investments.
- Document existing and future needs for onboarding bike storage capacity. Develop recommend actions to meet determined needs.

○ Optional Task D- Human Services Coordination & Paratransit Optimization

The CONSULTANT shall develop a Human Services Coordination and Paratransit Optimization Plan. Gwinnett County Transit currently offers only ADA specified ¾ of a mile Paratransit Services. Gwinnett County Community Services also offers programs to support seniors and individuals with disabilities. This plan should look to optimize not only the Paratransit Programs but develop opportunities to potentially broker all HST services from one provider. The CONSULTANT should also provide a strategy to expand the program to include but not limited to Travel Training, in person Mobility assessments and other county programs that could benefit from a brokerage HST program support. The CONSULTANT should also provide a recommendation of funding and strategies to provide cost effective services. Specific recommendations regarding should consider the work and collaboration with regional and local transportation HST efforts may be part of this task. This program is to consider traditional and non-traditional methods and to consider how Gwinnett County Transit can support other County programs.

○ Optional Task E- Bus Stop Standards Guidelines

The public's first impression of Gwinnett County Transit and its services is the bus stop. It is important that bus stops are easily identifiable, safe, accessible, and a comfortable place to wait for the bus.

The purpose of this optional Task is to:

- 1) Identify the elements of the GCT bus stop,
- 2) Set guidelines for the design of bus stops and the placement of bus stop amenities, and
- 3) Describe the process for managing and developing bus stops at GCT.

This document will also act as the basis for Capital Improvement Plan development to justify and support project goals.

The Bus Stops Guidelines document contains four major sections, each of which is summarized below.

- Introduction: This section looks at the various goals that govern the development and implementation of bus stop projects within Gwinnett County Transit System. The section also provides a snapshot of the current on-street inventory throughout the system and looks at some of the challenges that GCT are being faced with. The section concludes by identifying the short and long term goals of the Bus Stops Section.
- The Bus Stop: This section looks at the guidelines to be maintained by GCT to maximize the effectiveness of its bus service. This section defines preferred designs for bus stop location, layout, amenities and applying transit-preferential street treatments.

- Program Partnerships: Bus stops as public spaces are as much a part of a community as streets, pathways, parks and plazas. This section explores ways in which GCT encourages jurisdictions, neighborhood associations and citizens to recognize the value bus stops play in the community and looks for ways to build partnerships with these entities to enhance bus stops.
- Bus Stop Development Projects: GCT initiates capital projects to make significant improvements to route efficiency, on-street and bus stop safety, accessibility and comfort. This section describes some projects GCT is currently implementing, which provide and / or improve amenities within existing transit services.

GWINNETT COUNTY TRANSIT (GCT) BACKGROUND

GCT was formed in 2000 to provide express, local and paratransit services for the people of Gwinnett County.

GCT operates five fixed express routes within Gwinnett County with GRTA operating eight additional Xpress routes in Gwinnett County. All express routes operate Monday through Friday excluding designated holidays. All express routes connect passengers to destinations, or from origins, outside Gwinnett County either directly or with interconnecting service at several Metropolitan Atlanta Rapid Transit Authority (MARTA) rail stations. Ten of the 12 express routes utilize the I-85 HOV/HOT lanes. GCT park-ride lots are located at I-985/Buford Drive, Sugarloaf Mills at I-85 and Sugarloaf Parkway/North Brown Road, and I-85/Indian Trail-Lilburn Road. In 2016 GRTA completed a comprehensive operational analysis called *Direct Express* designed to maximize the productivity of the Xpress regional commuter service. This effort included recommendations that adjusted Xpress service levels, consolidate Xpress routes, and/or add new routes that had impact on the Gwinnett County Service.

GCT operates six fixed local routes Monday through Saturday excluding designated holidays. The local transit service connects neighborhoods and businesses to Gwinnett County's many cultural, shopping and educational opportunities. The local service routes have transfer hubs at the MARTA Doraville rail station, Gwinnett Place Transit Center, and the Sugarloaf Mills park-ride lot at I-85 and Sugarloaf Parkway/North Brown Road. The current route structure encourages frequent transfers, which is difficult to time on a system with 30 minute headways. On the local routes the transfer rate is between 90% and 63% per route.

GCT provides complementary ADA paratransit service to origins and destinations for the core service area within corridors with a width of three-fourths of a mile on each side of each fixed local route within Gwinnett County. In addition, GCT provides complementary paratransit service (1) to an expanded larger area outside the core service area along designated corridors with a width of three-fourths of a mile on each side of fixed local route segments previously operated by GCT, and (2) includes the MARTA Doraville rail station as a stop for the complementary paratransit service to facilitate interagency transfers. Currently GCT does not provide any additional service outside of the required service per the ADA.

The GCT schedules can be viewed at the County's transit web site (www.gctransit.com), click on 'Routes & Schedules.' For the complementary ADA paratransit service area: go to the GCT website at www.gctransit.com, then click on 'Paratransit Information' link, and then click on the 'Paratransit Service Map' link; the complementary paratransit service area is denoted on the map as "ADA Paratransit Buffer."

INSTRUCTIONS FOR PROPOSAL PREPARATION PROPOSAL FORMAT

Proposals must be submitted on 8-1/2" x 11" size paper and should be typed using a minimum 11-point standard font. Graphic illustrations including organizational charts and maps, may be shown on 11"x17" paper provided it is folded to 8 1/2"x11" and will count as one page. An appendix may be provided that includes resumes and examples of relevant work experience. The proposal narrative and appendices should be bound together in a single submittal.

Respondents are encouraged to submit clear and concise responses and excessive length or extraneous information is discouraged. In an effort to ensure our ability to evaluate and choose a successful service provider for this project, respondents are encouraged to be responsive to the specific range of issues requested in this solicitation. Submission of excessive "boiler plate" information, including sales brochures, is discouraged.

All copies of the proposal must be identical. The full cost of proposal preparation is the responsibility of the proposing firm. Proposals must be signed in ink by a company official that has authorization to commit company resources.

The applicant must submit a **Cost Proposal** in a separate sealed envelope from the proposal document. This Cost Proposal should include estimated hours, rates, travel expenses, profit rates, overhead costs, subcontracts and other costs in correlation with the major tasks identified. As described previously, the Cost Proposal should respond to the scope of services in this RFP. The Cost Proposal should also include the implications of any recommended deviations from the RFP scope of services. All proposal materials should be clearly marked **“GWINNETT COUNTY COMPREHENSIVE TRANSIT DEVELOPMENT PLAN”** as well as include the name and address of the Proposer.

One (1) unbound original (designated as the original), five (5) bound copies and one (1) CD/DVD of the proposal are required.

VALID PROPOSAL

In order to be considered valid, the proposal shall be in writing, submitted on time in sealed packages and be signed by an officer of the Proposer who can be accountable for all representations.

The proposal must contain the following information, presented in the order shown:

1. Letter of Transmittal
 - a. The Letter of Transmittal shall contain key contact information on the Proposer firm(s), including name, business address, telephone number, FAX number, email address and name of contact person.
 - b. This letter shall be signed by a duly authorized officer(s) of the firm. Consortiums, joint ventures, or teams submitted Proposals, although permitted and encouraged, will not be considered responsible unless it is established that all Contractual responsibility rests solely with one Contractor or one legal entity, which shall not be a subsidiary or affiliate with limited resources. Each submittal shall indicate the entity responsible for execution on behalf of the team.
2. Profile of Proposer, including the size and organizational structure, history, and the status and outcome of any lawsuits brought against the Proposer in the past five years. Gwinnett County reserves the right to exclude Proposers that have an organizational conflict of interest.
3. Description of Proposers overall approach or solution.
 - a. This Section shall be in enough detail to demonstrate that the services and products to be provided to the Project Team meet the County’s requirement for the project.
4. Breakdown of project by phases or tasks. For each task identified in the scope of services in this RFP, identify:
 - a. Specific staff to be involved, roles, and responsibilities. Availability of staff including percent of time allocated to the CTDP update versus other commitments over the duration of the study.
 - b. Time commitment for each person (hours)
 - c. Schedule
5. Master Schedule on single sheet illustrating task relationships including anticipated meetings over the duration of the study.
6. Description of Proposer’s experience providing similar services including:
 - a. Names and addresses of contact persons
 - b. Description (history and experience) of proposal team members role in each project
 - c. At least 3 references within the past 5 years, with current contact information
7. Project Team Profile
 - a. Resumes of key project participants, including prior projects of similar size and scope for which the participants played the same or a similar role.
 - b. Organizational chart of the Proposer’s key team members including sub consultants.
 - c. Description of the anticipated role of each Proposer key team member. Confirm that each team member will be fully engaged in the update as described for the duration of the contract. Gwinnett County must concur with the replacement of CONSULTANT team members.
 - d. Budget broken down by team member, by firm, and by scope of service task. The number of hours allocated to each team member for each task element of the work plan will be clearly indicated.

- e. An estimate of reimbursable direct expenses by expense type.
 - f. Fee for Services
8. Suggested Modifications to PMP (Optional as indicated in Task 1)
 - a. Description of additional work tasks including description of benefits to the update.
 - b. Fee for additional services in a similar format to item 12 below (**provide in Cost Proposal**).
 9. Addendum Acknowledgement
 10. DBE information using Exhibit A
 11. Completed Certifications using Exhibit B
 12. Fee for Services Cost Proposal using Exhibit C
 13. All other County forms and agreements
 14. Any other pertinent information

PROPOSAL SUBMISSION PROCESS

Notice to Proposer

1. Gwinnett County is not responsible for costs incurred by anyone responding to this Request for Proposal.
2. Upon submission, all proposals become the property of Gwinnett County, which retains the right to use any concept or idea presented in any proposal submitted, whether that proposal is accepted.
3. Gwinnett County expressly reserves the right to amend or withdraw this Request for Proposal at any time and to reject any or all proposals. Any amendments will be made in writing, and no verbal modifications will be binding.
4. Gwinnett County is not bound to accept the lowest cost proposal.
5. Proposals are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.
6. Gwinnett County reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of proposers as the County deems to be in its best interests.
7. Any exceptions to the requirements of this RFP, including the language in the sample contract, must be included in the proposal submitted by the Proposer. Identify the exceptions as a separate element of the proposal under the heading **“Exceptions/Deviations”**. Failure to note exceptions shall be deemed a waiver of objections.
8. Gwinnett County reserves the right to request any additional information at any stage of the Request for Proposal process. Compliance shall be at the proposer’s expense.
9. Successful consultant will be expected to sign a Consultant Contract for professional services developed by Gwinnett County (sample contract enclosed).
10. **Note:** The proposal should contain a statement that the consultant has carefully reviewed the contract, can meet all insurance and other requirements, and if selected, will sign the contract.
11. Protests related to this solicitation will only be accepted from prospective proposers whose direct economic interest would be affected by the award of a contract or the failure to award a Contract. Protests must be submitted in writing prior to the date on which proposals are to be received to Mr. Bryant Davis, Gwinnett County Purchasing Division Director at bryant.davis@gwinnettcountry.com.

12. A bid bond and payment and performance bonds are not required for this solicitation. The waiver overrides Paragraph IX of the General Instructions for Proposers, Terms and Conditions section herein.
13. Although the County does not intend to utilize federal assistance in the award of this contract, federal assistance is used in the operations of the Gwinnet County Transit system and may be used in the implementation of projects recommended through the award. All applicable federal requirements should be adhered to in the response and award of this contract.

KEY PERSONNEL MINIMUM QUALIFICATIONS FOR ACCEPTANCE

The qualification and experience of consultant team personnel will be reviewed as part of the qualitative assessment of the proposals. Personnel will be evaluated, in part, based on the extent that they meet and/or exceed such requirements, including, but not limited to, relevant education, training, certification, and experience.

DBE

Information regarding the County's DBE program and goal is described in Exhibit A. A DBE Utilization Plan as found in Exhibit A should be completed for each DBE firm participation in the proposal. If no DBE firms are participating, please attach evidence of good faith efforts to meet the goal.

COST PROPOSAL

The Cost Proposal should include breakdowns on costs by Task and include any options for additional work that the CONSULTANT thinks would increase overall study product using the sample framework in Exhibit C. Proposals for additional task items should be separate in nature and should not be dependent upon other additional Task Items.

PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated and scored by the Proposal Evaluation Committee based on the scoring criteria as outlined in this document.

During the first phase of the evaluation, the Evaluation Committee will have access to all proposal materials except the **separately sealed Cost Proposal**. Proposals will initially be scored based on the technical criteria and references. The selection committee **may** invite any number of the highest rated firms to participate in onsite interviews. All expenses related to the participation in the onsite interviews are the responsibility of the consultant with no obligation to the County. The decision to interview and the number of firms to interview is at the sole discretion of the evaluation committee. The interview (if required) will be evaluated and scored, and this score will be added to the overall score. The consultant(s) with the highest score(s) will be recommended for award contingent upon approval by the Gwinnett County Board of Commissioners. The County reserves the right to negotiate with the selected firms for rates and concessions that are in the best interest of the County. Upon the County's award of the contract, the County will present a contract for execution to the selected consultant(s). If execution of this contract with the selected consultant(s) is unsuccessful, the County will negotiate with the second ranked consultant and so on until a satisfactory agreement has been reached.

In accordance with the Brooks Act, **hourly rates will not be used as a criterion for evaluating proposals**. After the most qualified consultant is selected, price will be discussed in the negotiation process.

There will be no bias in terms of a solution and/or a solution framework to afford all consultants an even playing field when the proposals are evaluated. The County reserves the right to ask for additional information and clarification from or about any or all consultants.

Please make sure the contact information for the references you provide is correct. References are usually contacted via e-mail and it is very important that they reply in a timely manner.

SCORING CRITERIA

Item #	Evaluation Factors	Maximum Points
A	Effective and substantive (relative to key objectives) experience of the firm in the provision of similar services in size and scope.	30
B	Relevant qualifications, experience and availability of proposed key personnel, with emphasis on staff location (Atlanta metro area). Current work load and demonstrated ability to meet schedules.	30
C	Demonstration of an understanding and approach showing ability to meet or exceed the minimum requirements and specifications.	35
D	Provide three (3) references for projects that are of the same size organization or larger. Do not include references that are significantly smaller than our current environment. Contact information must be current and correct. Gwinnett County will make no more than two (2) email attempts. If no response received, no points will be given.	5
Sub-Total		100
Optional Interview Gwinnett County may choose to conduct on-site interviews.		20
Total		120



RP001-17; Comprehensive Transit Development Plan

CODE OF ETHICS AFFIDAVIT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 60-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check **one** box below)

No information to disclose *(complete only section 4 below)*

Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4. Sworn to and subscribed before me this _____ day of _____, 20____

BY: _____
Authorized Officer or Agent Signature

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Notary Public

(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its' entirety at www.gwinnettcountry.com

gwinnettcountry





75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8720 • (fax) 770.822.8735

gwinnettcounty

RP001-17; Comprehensive Transit Development Plan

**CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR
SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [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, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 201__

For Gwinnett County Use Only:
Document ID # _____
Issue Date: _____
Initials: _____

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
Rev. 6.20.13



REFERENCES

Gwinnett County requests a minimum of three, (3) references where work of a similar size and scope has been completed.

1. Company Name _____

Brief Description of Project _____

Completion Date _____

Contact Person _____

Telephone _____ Facsimile _____

E-Mail Address _____

2. Company Name _____

Brief Description of Project _____

Completion Date _____

Contact Person _____

Telephone _____ Facsimile _____

E-Mail Address _____

3. Company Name _____

Brief Description of Project _____

Completion Date _____

Contact Person _____

Telephone _____ Facsimile _____

E-Mail Address _____

Company Name _____

STANDARD INSURANCE REQUIREMENTS

(For projects less than \$1,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy

5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.

7. Certificate Holder should read:
 - Gwinnett County Board of Commissioners
 - 75 Langley Drive
 - Lawrenceville, GA 30046-6935

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.

10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.

**Exhibit C (Sample Cost Proposal)
Return in a Separate Envelope**

Cost Activity		Total Est. Cost
	<u>Est. Hours</u>	<u>Rate/Hour</u>
<u>DIRECT LABOR</u> (List by position all professional personnel participation in the project)		
Total Direct Labor		\$
<u>OVERHEAD COSTS</u> (2CFR part 225 and A-122) (overhead percentage rate) X (Total Direct Labor)		
Total Overhead		\$
<u>OTHER DIRECT COSTS</u> (List other items and basis for computing cost for each e.g. equipment)		
Total Direct Costs		\$
<u>SUBCONTRACTS</u> (For each, list identity, purpose and rate)		
Total Subcontracts		\$
<u>TRAVEL</u>		
Total Travel		\$
<u>PROFIT</u> (Percentage rate X basis)		
Total Profit		\$
TOTAL ESTIMATED COSTS		\$

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum	Date
_____	_____	_____	_____
_____	_____	_____	_____

Company Name _____

**Exhibit C (Sample Cost Proposal)
Return in a Separate Envelope**

Certification of non-collusion in Proposal Preparation _____
(Signature) (Date)

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule. By submission of this bid, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the [Electronic Payment](#) information in the instructions to bidders.

Legal Business Name _____
(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal.)

Federal Tax I.D. _____

Address _____

Does your company currently have a location within Gwinnett County? Yes _____ No _____

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

Company Name _____

EXHIBIT A: Civil Rights Requirements**TITLE VI**

The Gwinnett County Board of Commission, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat.252, 42 U.S.C. 2000D to 2000D4, and Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all Respondents that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprise shall be afforded full opportunity to submit proposals in response to this invitation and shall not be discriminated against on the basis of race, color or national origin.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Overall DBE Goal: As part of its DBE Plan, the County has established an overall goal of 6 percent.

DBE Policy Statement:

It is the policy of the County to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in FTA-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of FTA-assisted contracts in the Department's transit financial assistance programs;
2. To create a level playing field on which DBEs can compete fairly for FTA-assisted contracts;
3. To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in FTA assisted contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by the County
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program; and
8. To provide appropriate flexibility to the County in establishing and providing opportunities for DBEs.

Prompt Payment Requirement: In the event of contract awards, the prime contractor agrees to pay each subcontractor under the prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from ARC. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontracts.

Nondiscrimination Assurance: The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the County deems appropriate.

Documentation: The Bidder/Proposer shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract levels and other DBE affirmative action efforts.

Additional information regarding the County's Disadvantaged Business Enterprise Program can be obtained from Eileen Schwartz-Washington, Program Analyst, Department of Transportation, Gwinnett County, 75 Langley Drive, Lawrenceville, GA 30046, 770-822-7411.

DBE UTILIZATION PLAN
Submit this page for each DBE subcontractor

(This form should be completed for each DBE firm participating in this proposal. If no DBE firms are participating, or the overall goal is not met, please attach evidence of good faith efforts to meet the goal.)

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

The bidder/offeror is committed to a minimum of ____% DBE utilization on this contract.

The bidder/offeror (if unable to meet the DBE goal of %) is committed to a minimum of ____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

By _____
(Signature) (Title)

LETTER OF INTENT

Name of bidder/offeror's Firm: _____

Address: _____

City: State: Zip: _____

Name of DBE firm: _____

NAICS Code: _____

Address: _____

City: State: Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____

AFFIRMATION

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

EXHIBIT B (Federal Certifications)

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Certification Instructions: By signing and submitting this purchase order, the prospective participant s providing the signed certification set out below.

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

Contractor _____

Signature of Authorized Official _____ Date ____/____/____

Name and Title of Contractor's Authorized Official _____

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

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

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

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

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ___/___/___

Signature of notary and SEAL _____

EXHIBIT D (FEDERAL CLAUSES)**DEBARMENT AND SUSPENSION**

The Recipient agrees to the following: (1) It will comply with the 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, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CLEAN AIR

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the FTA and the Regional Office of the Environmental Protection Agency (EPA). Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT

Where applicable, all contracts awarded by the 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 CFR Part 5).

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

TERMINATION

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

- a) Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b) Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
- c) Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions if contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- d) Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e) Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f) Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination

for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- g) Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- h) Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
 2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.
- i) Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- j) Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to

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

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or

mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent

who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section. (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees- (i) Apprentices- Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees- Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid

not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

RECYCLED PRODUCTS

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C.6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

CIVIL RIGHTS

The following requirements apply to the underlying contract:

- a) The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, requirements, and guidance, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Tribal Transit Program or the Indian Tribe Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.
- b) Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant, will: (1) Prohibit discrimination based on the basis of race, color, religion, national origin, sex, disability, or age. (2) Prohibit the: (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332, (b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or (c) Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332. (3) 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, and other applicable federal guidance that may be issued, but (b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

- c) Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will: (1) Prohibit discrimination based on race, color, or national origin, (2) 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 (3) 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.
- d) Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) 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, (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement, (d) FTA Circular 4704.1, “Equal Employment Opportunity Program Guidelines for Grant Recipients,” July 26, 1988, and (e) Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability, (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will: (a) Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, (b) Affirmative Action. Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, recruitment, and employment, 2 Rates of pay and other forms of compensation, 3 Selection for training, including apprenticeship, and upgrading, and 4 Transfers, demotions, layoffs, and terminations, but (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer,” and (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- e) Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws and regulations, 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: (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement. (2) 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 meeting the requirements of 49 C.F.R. part 26, that is approved by FTA, and establish an annual DBE participation goal. (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that: (a) 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 (b) 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 to FTA’s electronic award and management system, the Recipient must also submit subsequent notifications if options are exercised in subsequent years to ensure the TVM is still in good standing. (4) Assurance. As required by 49 C.F.R. § 26.13(a): (a) Recipient Assurance. The Recipient agrees and assures that: 1 It must not discriminate on the basis of 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. (b) 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: 1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of 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, 2 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, 3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and 4 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. (5) 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.

- f) Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332.
- g) Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of Programs, Projects, and related activities receiving federal assistance, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and (5) Federal transit law, specifically 49 U.S.C. § 5332.
- h) Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability: (1) Federal laws, including: (a) section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities, (b) 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 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,” (c) 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, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities.(2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) 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, (c) 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, (d) U.S.DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ

regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) 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, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (k) Other applicable federal civil rights and nondiscrimination guidance.

- i) Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
- j) Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following: (1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.
- k) Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination. l. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

BUY AMERICA

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components. For a manufactured product to be considered produced in the United States: (1) All of the manufacturing processes for the product must take place in the United States; and (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

SEISMIC SAFETY

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

ENERGY CONSERVATION

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

CLEAN WATER

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

ACCESS TO THIRD PARTY CONTRACT RECORDS

Upon request, the Secretary and Comptroller General, or any of their representatives, shall have access to and the right to examine and inspect all records, documents, and papers, including contracts, related to a project for which a grant is made, as described in 49 U.S.C. §5325 (g).

FEDERAL CHANGES

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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate. (2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

BREACHES AND DISPUTE RESOLUTION

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

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

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

thereunder, except as may be specifically agreed in writing.

DISADVANTAGED BUSINESS ENTERPRISE

- a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Gwinnett County's overall goal for DBE participation is 6%.
- b) The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c) If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d) If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f) The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

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 current FTA Circular 4220.1, 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.

CARGO PREFERENCE

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a

subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

FLY AMERICA

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

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

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

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

ENVIRONMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

RP001-17

Buyer Initials: CD

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR PROPOSERS, TERMS AND CONDITIONS

I. PREPARATION OF PROPOSALS

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each proposer should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. SUBMISSION OF PROPOSALS

- A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy items.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

Proposal withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications shall be borne by the proposer.

VII. F.O.B. POINT

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS
(IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any proposal as required in the proposal package or document. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.

- E. In the event that negotiations with the highest ranked firm are unsuccessful the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/ services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

The County will furnish no material, labor or facilities unless so provided in the RFP.

XIV. REJECTION OF PROPOSALS

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

XV. CONTRACT

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS:

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XXII. INELIGIBLE PROPOSERS

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful proposer shall provide evidence of a valid Gwinnett County occupation tax certificate if the proposer maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County and out of State proposers are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE:

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems or requirements related to Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT:

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY:

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: **All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).**

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS:

“Proposer/Bidder” shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The “Proposer/Bidder” shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcountry.com

XXXIII. PENDING LITIGATION:

A proposal submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 north to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light to the 4-way stop sign. The public parking lot is on the left. The Purchasing Division is located in the Administrative Wing-2ND Floor.