



**Butler County Regional Transit Authority**



## REQUEST FOR PROPOSALS

#2020-014 Architecture and Engineering Services for the Chestnut Street Multimodal Station & Shared Services Facility & City of Oxford Passenger Rail Platform

BUTLER COUNTY REGIONAL TRANSIT AUTHORITY  
3045 MOSER COURT., HAMILTON, OH 45011

# Request for Proposals (RFP) Cover Page

Issue Date: September 1, 2020

Title: #2020-014 Architecture and Engineering Services for the Chestnut Street Multimodal Station & Shared Services Facility & City of Oxford Passenger Rail Platform

Issuing & Using Agency:

Multimodal Station & Shared Service Facility: Butler County Regional Transit Authority Attn: Procurement 3045 Moser Court Hamilton, OH 45011	Passenger Rail Platform: City of Oxford Attn: Michael Dreisbach 15 S. College Ave. Oxford, OH 45056
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Proposals for Furnishing the Product(s)/ Service(s) Described Herein Will Be Received Until:  
October 19, 2020 3:00 PM (EST)

All Inquiries for Information should be directed to address listed above or [purchasing@butlercountyrta.com](mailto:purchasing@butlercountyrta.com)

IF PROPOSALS ARE MAILED OR HAND DELIVERED,  
SEND DIRECTLY TO:  
**BCRTA Procurement, 3045 Moser Court., Hamilton, OH 45011**  
The Reference Number, Date and Time of proposal submission deadline, as reflected above,  
must clearly appear on the face of the returned proposal package.

In Compliance With This Request for Proposals And To All Terms, Conditions, and Requirements Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature in Ink)

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

Title: \_\_\_\_\_  
(Please Print)

FEI/FIN Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

DISADVANTAGED BUSINESS ENTERPRISE (DBE): ( ) YES ( ) NO

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# LEGAL NOTICE

September 1, 2020

## **REQUEST FOR PROPOSALS**

#2020-014 Architecture and Engineering Services for the Chestnut Street Multimodal Station & Shared Services Facility & City of Oxford Passenger Rail Platform

Butler County Regional Transit Authority (BCRTA) and City of Oxford, Ohio are seeking proposals for the above-mentioned services. The scope of work is outlined in the Request for Proposals (RFP). The successful Proposer shall meet the terms and conditions set forth in this document and all other attachments.

The solicitation, which includes the procurement schedule and preproposal conference information, may be obtained by downloading the document from BCRTA's website found at <https://www.butlercountyrta.com/doing-business-with-us/solicitations/>. All interested proposers must register as detailed in the solicitation. All questions should be directed to:

Procurement Department  
Butler County RTA  
3045 Moser Court, Hamilton, OH 45011  
(513) 785-5023  
E-mail: [purchasing@butlercountyrta.com](mailto:purchasing@butlercountyrta.com)

All proposals must be received on or before October 19, 2020 3:00 PM (EST) at the address listed above.

The right is reserved to accept any proposal or any part or parts thereof or to reject any and all proposals. Acceptance of any proposal is subject to concurrence by the Ohio Department of Transportation and the United States Department of Transportation.

Any contract resulting from these proposals is subject to financial assistance contract between BCRTA and the United States Department of Transportation and the Ohio Department of Transportation.

Successful firm will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

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## SECTION 1 – INSTRUCTIONS TO PROPOSERS

### A. General Information

The Butler County Regional Transit Authority (BCRTA) and the City of Oxford are seeking firms to provide Planning, Architecture, and Engineering services for two separate facilities:

- 1) BCRTA Multimodal Station and Shared Services Facility
- 2) City of Oxford Amtrak Passenger Rail Platform

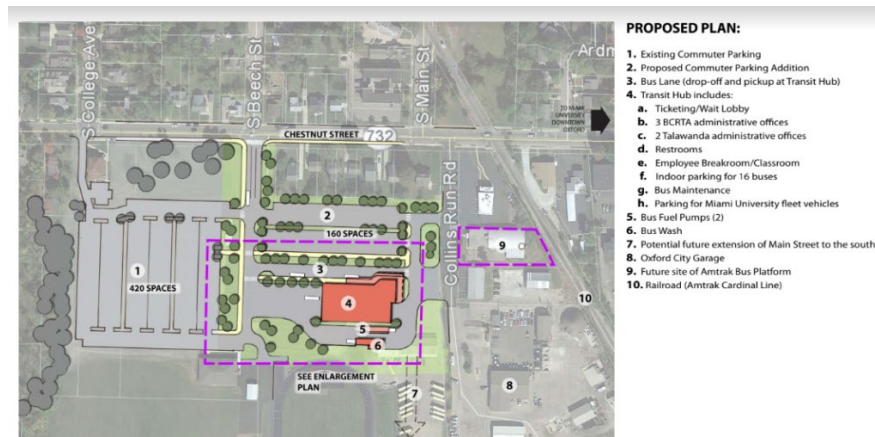
Although these two projects are funded and managed separately, BCRTA and the City seek a single firm for the design and engineering of both projects due to their close proximity and shared nature of the facilities. Despite the separate funding and management of each project, it is the desire of BCRTA and the City that these facilities appear as a single project and destination to the end-user. BCRTA and the City have let this joint RFP for the purpose of seeking a qualified firm that shares the vision for multimodal transportation and cohesive design. BCRTA and the City intend that this RFP will result in two separate contracts independent of each entity, but that shall contemplate the joint nature of the project. Preliminary cost estimates project a design fee near 7% of total construction costs.

#### About the Multimodal Station and Shared Services Facility (BCRTA Administered)

The BCRTA, in conjunction with Miami University is constructing a multimodal station and shared services facility. The site for the proposed project is approximately 131 W Chestnut St, Oxford, Ohio 45056.



Initial conceptual design was completed in 2017 and is available at <https://www.butlercountyrta.com/oxford-multimodal-facility/>.



The proposed structure will accommodate the following items:

- a) Administrative office space for five BCRTA employees
- b) Administrative office space for four Talawanda School Transportation employees
- c) Administrative and employee breaks rooms, locker rooms, and restrooms
- d) Separated bus lanes and covered terminal for BCRTA local buses and interurban buses (7 routes)
- e) Indoor and outdoor passenger waiting space
- f) Customer service and ticketing area for BCRTA and future AMTRAK
- g) Real-time bus signage indoors and at bus staging areas
- h) Public restrooms
- i) Outdoor bike storage/lockers
- j) Indoor vehicle maintenance space for BCRTA, Talawanda, and Miami University
- k) Indoor Parking for 20 BCRTA buses and Miami University heavy equipment
- l) Relocated and covered fuel island and underground tanks
- m) Bus/truck wash
- n) Welcoming and cohesive connections to adjacent rail platform



### About the Railroad Passenger Station (City of Oxford Administered)

The City of Oxford, Ohio, in conjunction with Miami University, intends to develop a railroad passenger station facility to serve the Amtrak Cardinal® long distance passenger train service. The Cardinal's current schedule between New York City, Washington DC, Cincinnati, Indianapolis and Chicago would serve the station during late night / early morning hours with bi-directional service, three days per week (Sunday, Wednesday and Friday). Ridership projections for this existing service have not been completed at this time but are anticipated to be less than 10,000 annually. Amtrak has consulted with Cardinal Corridor stakeholders to explore an expansion to daily service.

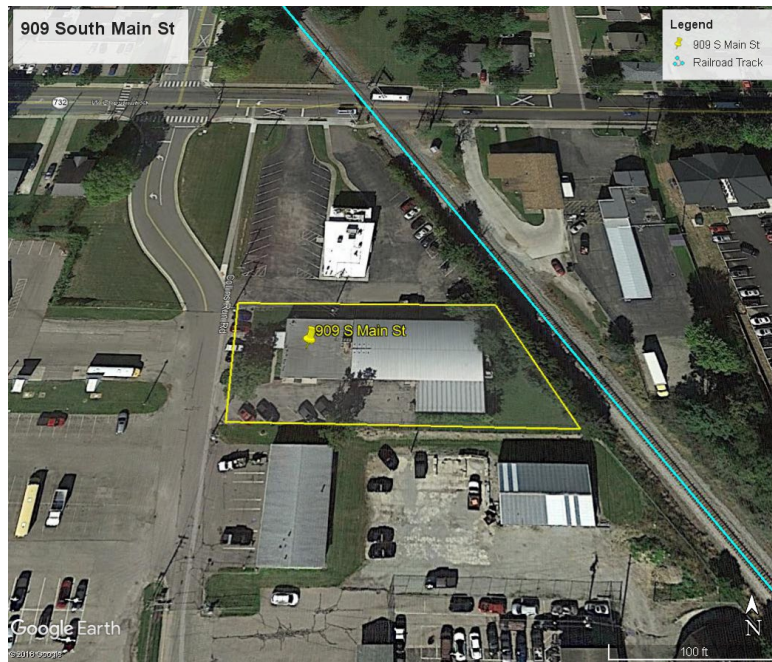
The station location will be served by host railroad CSX Transportation and will be located south of Chestnut Street and east of South Main Street. With an expected ridership of fewer than 10,000 annual passengers, the proposed facility is categorized by Amtrak as a Category 4 Shelter Station.

Cardinal Line:

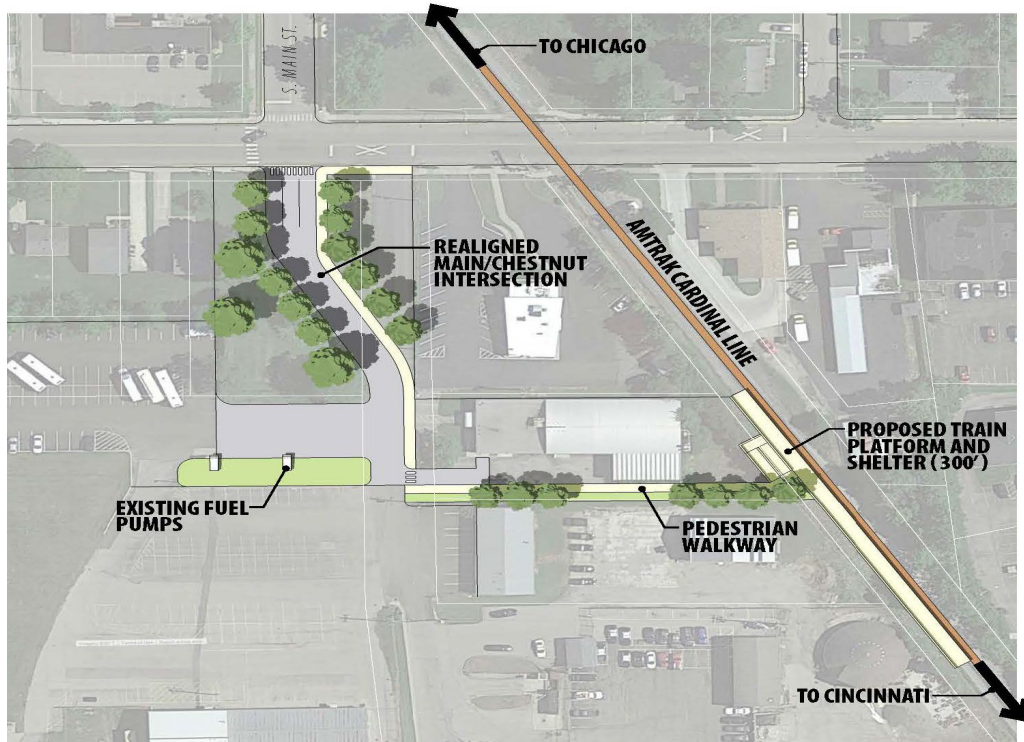


Location: 909 South Main St. Oxford, OH 45056

The station is anticipated to be configured with a single side platform located on the southwest side of the tracks, accessed via South Main Street, adjacent to and including publicly-owned property, and a walkway from Chestnut Street in the railroad right-of-way. The platform itself would be constructed partially within CSXT right-of-way. Station parking and a passenger drop-off / pick-up area would be provided at adjacent publicly-owned property west of South Main Street.



Current conceptual plan of the space:



## B. Solicitation Registration

All interested proposers are *required* to register for this solicitation by completing the form on the solicitation page of the BCRTA's website with the following information: company name, contact person's name, company address, telephone number, e-mail address and fax number.

**Registration by email will NOT be accepted.**

Only firms who register for the solicitation will receive copies of questions and answers and/or any addenda.

## C. Proposal Content

**Proposals shall contain the following items and follow the exact sequence outlined below:**

1. RFP Cover Page, providing the following information:
  - a. Identification of the proposer(s), including name, address and phone number of the appropriate contact person at each firm.
  - b. Signature of a person authorized to bind the proposing firm to the terms of the Proposal.
2. Table of Contents with Page numbers
3. Qualifications and Capabilities of the Company – Briefly identify all qualifications and organizational capabilities that will establish the proposer as a satisfactory provider of the

required product or service by reason of its strength and stability. Please also include:

- a. Names, titles, and resumes of key personnel proposed for the duration of the project. In the event that oral presentations are conducted, the designated key personnel will be required to attend along with other representatives of the proposer.
  - b. Identify sub-consultants, if any, by company name, address, contact person, telephone number, and project function. Provide the same information for each sub-consultant, as requested above.
  - c. Provide a brief profile of the proposer and any sub-consultant(s), including the principal line of business, year founded, form of organization, number and location of offices, number of employees, and a general description of the proposer's financial condition.
  - d. Provide an organization chart showing the entire project team and their areas of responsibilities, key personnel and their roles, and the reporting relationships between the team members BCRTA and the City desire to understand specific reporting structure and its relation to both projects.
4. Related Experiences and References – Provide examples of similar projects that the proposer has undertaken (indicating current status of the project) within the last ten (10) years. For each project cited as related experience, furnish the name, title, address, and telephone number of the client's representative who is the most knowledgeable about the work performed and the performance of the proposer.
- a. Proposer shall state who on the proposed team was involved in any projects being presented as related experience.
  - b. For each sub-consultant cited in the section above, provide examples of similar contracts performed by the subcontractor, citing the same client information.
  - c. Preference for federally assisted/funded projects that involve Amtrak, CSX, bus maintenance facilities, passenger waiting facilities, and multimodal components.
5. Technical Proposal – proposers must demonstrate their understanding of the project, describe their project approach and explain how they will meet BCRTA's goals and objectives. Provide:
- a. A response to each item or task in the Scope of Work. The proposer is not simply to restate the scope of work in different terms. Rather, the proposer will identify how the scope of work requirements will be met. Each response should be clearly defined and will include, but not be limited to, a detailed statement of how the proposer intends to approach the work required and the methodologies they will use to accomplish all the tasks required. Proposers should complete Attachment D – Scope Checklist.
  - b. Should there be any disclaimers or caveats pertaining to the provision of services and start-up of services as described in the scope of work, they must be listed.
  - c. Provide a proposed project design schedule in months, showing the various phases, and/or steps, including milestone deliverables. This should be in the form

of a bar chart that depicts major work tasks and key milestone dates for the project, and logical dependencies to indicate what work must be accomplished before other work can begin.

6. The Proposer's Disadvantaged Business Enterprise Program

BCRTA treats proposers'/offerors' compliance with good faith effort requirements as a matter of responsiveness. This contract requires the proposers/offerors to submit the following information with their bids:

- a. The names and addresses of DBE firms that will participate in the contract;
- b. A description of the work that each DBE will perform;
- c. The dollar amount of the participation of each DBE firm participating;
- d. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal (Attachment K);
- e. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime proposer's commitment (Attachment K);
- f. Evidence that proposed DBE is certified through the Ohio Department of Transportation (Attachment L); and
- g. If the contract goal is not met, evidence of good faith efforts must be demonstrated. Refer to Attachment J for requirements.

7. Attachments (Attachments A-C)

8. Pricing Proposal

- a. Pricing WILL NOT be evaluated as part of the award for this contract. This contract will be awarded based on qualifications consistent with the 40 U.S.C. Section 1102. Pricing is requested in order to advance negotiations with the selected firm and provide clarity to the scope and volume of work proposed.
- b. Pricing shall be submitted separately from the technical proposal in a sealed envelope with the originals, four (4) copies, and USB device with the price page in .xlsx format. ***Inclusion of pricing information in any other portion of the proposal shall be deemed non-compliant and may be disqualified.***
- c. The Pricing Proposal should only respond to each item in Part One of the Scope of Work. The consultant will identify the cost response to each task item in the order the task item appears in the Scope of Work. Person-hours by discipline and title shall be prepared by task and by salary rate. Direct expenses shall be itemized by task and by category. Direct expenses to the consultant are in addition to compensation for payroll additives, salaries, and profit, and include actual expenditures made by the consultant's technical employees and professional consultants, such as:

- i. Travel, sustenance and lodging;
  - ii. Reproduction costs for all deliverables and presentation materials;
  - iii. Mailing and delivery costs
- d. The person-hours and direct expenses shall be summarized by the firm in the consultant's price proposal and include overhead, profit, etc. Direct salary cost is defined as base salary paid to technical employees. Technical employees include architects, engineers, designers, project managers, etc., in consultation, research, inspection, design, production and development, and other similar services pertaining to the project. If clerical support is required and it is not included in overhead or direct expenses, it must be itemized in the same fashion as other staff in the proposed cost detail. A price proposal showing fees and direct expenses for the Part One scope of work is required for each firm in the proposal, including the prime firm. A total summary of all firms is also required for the entire proposal. All firms must demonstrate financial capability to sustain operations between the time expenses are incurred and the time payment is made as part of their fee proposal.

#### D. Proposal Submission

The proposer will submit:

- Two (2) original proposals
- Four (4) hard copy proposals
- Two (2) electronic .PDF on USB storage device
- Two (2) sealed pricing package, including .XLSX on USB

Proposer will submit the Original and hard copies in a sealed envelope or box with the originals of all required certifications and affidavits. Originals shall be clearly marked. Oversize pages used for drawings or similar purposes are allowed. Proposals must set forth full, accurate, and complete information as required by the RFP. Each Proposal, complete with affidavits and certifications, will be bound together with the required RFP Cover Page and all required attachments, excluding pricing. The package containing the Proposal must be clearly marked "#2020-014 Architecture and Engineering Services for the Chestnut Street Multimodal Station & Shared Services Facility & City of Oxford Passenger Rail Platform" and the time and date Proposals are due.

BCRTA shall not be responsible for unintentional premature opening of a proposal that has not been properly addressed and identified per the instructions included with this RFP. All proposals are due **NO LATER THAN** October 19, 2020 3:00 PM (EST).

#### E. Proposal Requirements

Proposals shall be prepared in a clear, concise, and economical manner. Proposals should be bound simply, and sections shall be tabbed to coincide with the sections of the RFP and pages should be numbered with an included table of contents that includes page numbers.. Price page(s) should be submitted separately in a sealed envelope. Proposals pages shall be numbered sequentially and include a table of contents with headings that references relevant page numbers.

There is no page limitation or minimum document size, but any information the Proposer submits is expected to be concise and relevant to the RFP. Illustrations may be included in the proposal.

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Proposals that do not adhere to the required format, are difficult to read or are deemed illegible by BCRTA and may be rejected.

**F. Postponement or Cancellation of Request for Proposals**

BCRTA reserves the right to cancel, amend, or re-issue this RFP at any time, or change the date and time for submitting proposals, by announcing same prior to the date and time established for Proposal submittal.

**G. Proposal Signature**

Each Proposal shall include the RFP Cover Page signed by a person authorized to bind the proposing firm to the terms of the Contract. Proposals signed by an agent are to be accompanied by evidence of that person's authority unless such evidence has been previously furnished to BCRTA.

**H. Inquiries**

The proposer is required to show on all correspondence with the BCRTA the following:

"#2020-014 Architecture and Engineering Services for the Chestnut Street Multimodal Station & Shared Services Facility & City of Oxford Passenger Rail Platform"

Any communication with BCRTA or the City should be written and directed to: Procurement Dept., BCRTA, 3045 Moser Ct., Hamilton, OH 45011. Written communication may also be forwarded via email to [purchasing@butlercountyrta.com](mailto:purchasing@butlercountyrta.com). Correspondence will not be accepted by any other means or by any other BCRTA staff member.

**I. Addenda**

Receipt and review of Addenda by each Proposer must be acknowledged on the Addendum Page (Attachment C). All addenda must be signed and returned with each Proposal.

**J. Procurement Schedule**

The projected schedule for this solicitation is:

Request for Proposals available:	September 1, 2020
Pre-Proposal Meeting:	September 15, 2020 1:00 PM (EST)
Deadline for questions, clarifications and approved equal requests:	October 6, 2020
Deadline for responses to questions/clarifications and approved equals:	October 12, 2020
Proposals due:	October 19, 2020 3:00 PM (EST)
Evaluation of Proposals and Possible Interviews:	October 20 – Nov 6, 2020

#2020-014 Architecture and Engineering Services for the Chestnut Street Multimodal Shared Services Facility & City of Oxford Passenger Rail Platform

Recommend Award at Board/Council Meeting:	November 17 -18, 2020
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**K. Pre-Proposal Meeting**

There will be a pre-proposal meeting on September 15, 2020 1:00 PM (EST) at the City of Oxford Administrative Building, 15 S. College Ave, Oxford, OH 45056. A tour and transportation to and from the project site will be provided.

*Given the nature of current travel restrictions, BCRTA and the City may elect to provide virtual attendance options. However, BCRTA and the City encourage proposers to attend in person if possible. Proposers with travel concerns are encouraged to submit questions in advance of the meeting so that BCRTA and the City may make appropriate accommodations for all interested parties.*

All potential proposers attending will attend at their own cost and should bring a copy of this solicitation. At this meeting proposers will be given the opportunity to ask questions and familiarize themselves with all the conditions that may affect the time or cost of performance.

**L. Interviews & Presentations**

BCRTA and the City **may** schedule interviews and presentations for Proposers submitting proposals for this project. These interviews and presentations will allow selected Proposers to present their proposals and approaches to this project in greater depth.

BCRTA and the City will expect the proposed Project Manager to take an active part in making the presentation at the Proposer’s interview. The Project Manager would have day-to-day responsibility conducting services contracted or very closely supervising others’ work for the services contracted, if awarded.

**M. Interpretation of RFP and Contract Documents**

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP, scope of work, etc., must be requested in writing in advance of the scheduled deadline. Any interpretation or change made will be in the form of an addendum to the RFP, scope of work, etc., as appropriate, and will be furnished as promptly as is practicable to all parties to whom the RFP has been issued, but at least seven (7) calendar days prior to the Proposal due date. All addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements, or instructions given by BCRTA before the award of the Contract will not be binding upon BCRTA.

**N. Approved Equal**

In all cases, services and materials must be furnished as specified. Where brand names or specific items are used in the scope of work, consider the term "or approved equal" to follow. Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a Proposal may be cause for its rejection.



If potential Proposers believe that their product is equal to the product specified, they must submit a written request to BCRTA/CITY and this request will be approved or rejected by BCRTA/CITY at least seven (7) calendar days prior to the due date of Bids. Requests for approved equals and clarification of specifications must be received by BCRTA/CITY in writing a minimum of ten (10) days before the Bid opening to allow analysis of the request.

Any request for an approved equal must be fully supported with catalog information, specifications and illustrations, or other pertinent information, as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the Proposer must demonstrate the equality of this product to BCRTA/CITY to determine whether the Proposer's product is or is not equal to that specified.

#### O. Examination of RFP and Contract Documents

Proposers are expected to examine the scope of services required, specifications, schedules, and all instructions. Failure to do so will be at the Proposer's risk. It is the intent of this scope of work to provide services of good quality. The services, which the firm proposes to furnish, must be of good quality in all respects. No advantage will be taken by proposer or firm in the omission of any part or detail, which goes to make the services complete. All manner of services and material used in the production of the services and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry. It is the sole responsibility of proposer to read the scope of work and understand it.

The submission of a Proposal shall constitute an acknowledgment upon which BCRTA/CITY may rely that the Proposer has thoroughly examined and is familiar with the solicitation, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances, or resolutions.

#### P. Cost of Proposals

BCRTA/CITY is not liable for any costs incurred by Proposers in the preparation, presentation, testing, or negotiation of Proposals submitted in response to this solicitation.

## **SECTION 2 – SCOPE OF WORK**

### **A. General**

The contract will be awarded in multiple purchase orders at the discretion of BCRTA or the City. It is the intent that BCRTA and the City be able to exercise, or not exercise, each phase at their own discretion and timing.

#### **1. Multimodal Station & Shared Services Facility**

This contract will be divided into four parts:

1. Preliminary Architectural Concept Design/Engineering (10% complete Concept / Schematic Design).
2. Preparation NEPA documents in accordance with Federal (FTA and FRA) regulations and Architectural Design/Engineering (10%-30%).
3. Final Architectural and Engineering Design (30%-100%)
4. Bid Phase Services  
Construction Phase Services/Enhanced Construction Services; Commissioning and Project Close-out/Warranty.

Part One Preliminary Architectural Concept Design/Engineering (10% complete) will initially be awarded, with options for Part Two, NEPA Document Preparation, Architectural Design/Engineering, (10%-30%), Part Three (combined) Final Architectural and Engineering Design (30%-100%), and Part Four, Bid Phase Services; Construction Phase Services/Enhanced Construction Services; Commissioning and Project Closeout/ Warranty.

Upon completion of Preliminary Architectural Concept Design/Engineering, if performance is satisfactory, BCRTA and/or the City may elect to execute the option and request a cost proposal for Part Two, provided the funds are available. The fee proposals associated with the remaining design tasks will be sequentially and individually negotiated, and a fixed/not-to-exceed cost established for each.

Upon completion of the selection process, the Architect/Engineer (A/E) Scope of Services will be more fully described and negotiated when an A/E team is selected. The refined Scope of Services, together with the A/E fee, will be included in the final executed agreement.

The Architect/Engineer shall review in detail the proposed site at 131 W Chestnut Street, Oxford Ohio. The Architect/Engineer shall conduct site analysis through field walks, photography and GIS analysis.

Services and deliverables such as, but not limited to:

- Up to two meetings with Chestnut Fields Multimodal Station Planning Committee
- A topographic and property survey of the project area.
- GIS Maps and data for right of way take or easement costs
- Maps, images, and/or renderings of the proposed platform and site to be used for public involvement
- Preliminary Engineering

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- Preliminary NEPA Phase 1 review (BCRTA OPTION)
- Construction cost estimate including but not limited to, design fees and permitting
- Narrative explanations of assumptions supporting cost estimations
- Comparison of cost estimates using different funding and letting procedures and permits

#### i. Detailed Scope

##### Contract Requirements and Proposed Project Schedule

a. The Consultant shall furnish all services as required by BCRTA. BCRTA may terminate the agreement in whole or part at any time if the consultant has materially failed to comply with the terms of the agreement.

b. The consultant shall provide an organizational structure of a project team which will address each task as identified in this RFP, control the budget, schedule and product quality; and advance the project to successful completion. The consultant must seek and receive prior written approval by BCRTA of any change in the project organization/manpower structure. This work shall be directed by a designated project manager who is employed full-time with the consultant, and who will coordinate all efforts and will serve as liaison between all parties affected in implementing this project. The project manager will be supported by principals of the firm and other specialist as required. In addition:

i. The project manager will represent the entire team and be responsible for all communications with BCRTA. It will be the responsibility of the project manager to coordinate the activities of the multi-disciplined effort to provide BCRTA with a completed project within the designated schedule.

ii. The project manager shall be a licensed Professional Engineer, or a Registered Architect, or a Professional Project Manager (PMP), and shall be subject to the approval of BCRTA. They may be removed only with advance approval of BCRTA.

iii. The project manager will conduct review and progress meetings monthly and/or as required, including preparation of minutes.

c. The consultant shall, upon award of contract, submit for approval a Quality Assurance/Quality Control Program for all of the services to be provided under this Request for Proposals.

d. For each task of the contract, the consultant shall establish and institute procedures for controlling the schedule and budget, regularly reporting status, and developing approaches to anticipated problems. The consultant shall develop and update a detailed schedule depicting actual and anticipated progress on the project tasks. A summary-level schedule of major project tasks shall also be developed and updated regularly.

In addition, a monthly progress report shall be developed and provided to BCRTA. The report format, to be developed in consultation with BCRTA, shall be comprised of scope of work and schedule controls elements. Typical elements will include: a summary of work accomplished for the previous month; a summary of work to be done in the next month; an analysis of whether the project is on schedule; a schedule

recovery plan (if needed); current risk assessment and analysis, and any other items of consequence and/or concern.

The above report information shall be submitted with each invoice from the consultant, on a monthly basis. The information shall be correct as of the date of submission of the invoice, and shall be required as a condition of payment.

e. The consultant shall perform services for, attend, and assist at all meetings required, as well as coordinate work with all relevant agencies and authorities including, but not limited to BCRTA, FTA, State Historic Preservation Office, ODOT, local governmental entities, and groups representing the Community. The consultant will work with BCRTA to identify the government agencies and stakeholders that must be consulted and coordinated with for this project.

f. The consultant shall maintain and make available for audits upon BCRTA's request, all books, documents, records, and other evidence pertaining to services and costs thereof for a period of three years from final payment under the contract. The approval of plans and specifications by BCRTA is not to be construed as authority to violate, cancel or set aside any provisions of applicable municipal, county, state or federal codes, laws, rules or regulations.

g. Once a project schedule is set BCRTA will work with the selected consultant to maintain project schedules. The consultant shall allow 7 calendar days for review and comment by BCRTA on each of the design submissions in Part 1, Part 2, and Part 3 (30%, 60%, 90% and 100%).

## Part ONE

### a. Task 1: Program Study

The focus of this task is to confirm the program and statement of need as to the size and location, as well as other programmatic needs of a new multimodal station and transit operations and maintenance facility. Once those elements have been defined and approved by BCRTA/CITY, conceptual drawings, and preliminary layouts that would meet the program needs can be advanced. Proposer shall arrange and carryout an immersive, onsite charrette that captures viewpoints of all staff and stakeholders.

### b. Task 2: Site Selection Alternative Study (Optional if Needed)

Once the program has been confirmed, a detailed site selection study that best meets the needs identified by BCRTA/CITY can be advanced. The site selection study will consider several alternative sites identified by BCRTA/CITY and/or other stakeholders that meet the programmatic needs for size, location, and cost. During this phase, fit testing of the concept drawing can be used to determine appropriateness of the site. A matrix that considers access, availability, cost, expansion, historical context plus other factors that may be identified by BCRTA/CITY, will be developed to rank potential sites.

### c. Task 3: Preliminary Environmental Study

Once a site has been selected and determined available, a Phase 1 Environmental Site Assessment (ESA) of the site will be conducted to ascertain if any environmental fatal flaws exist at the site. If existing buildings and/or structures exist on the site, the Phase 1

ESA will include an investigation of hazardous materials, (i.e., asbestos, lead paint, PCP's, etc.). If the site is not environmentally fatally flawed, then other aspects of investigating the viability of site acquisition can advance.

d. Task 4: Concept Drawings

After site selection and preliminary environmental study, a 10% complete concept / schematic drawing specific to the proposed site will be advanced. This drawing will serve as the basis for the next phase of the project (10%-30%) plans and will advance the NEPA (National Environmental Protection Act) compliance review required for federally funded projects. Additionally, the concept/schematic drawing may be used to solicit public input regarding the project.

PART 2: Preliminary Architectural Concept Design/Engineering

a. Task 1: Preliminary Design Documents

On the basis of decisions made in the previous studies, the consultant shall prepare Preliminary Design Documents to 30% design. The Preliminary Design Documents shall fix and describe the size and design character of the project as to its architectural, structural, mechanical, plumbing, communication and electrical systems, equipment, schedules and other essentials as appropriate, and should represent approximately 30% complete design with a LEED analysis performed. The Preliminary Design Documents, Specifications, Schedules and associated documents shall include at least the following information:

- i. Conceptual design criteria, to establish required levels of performance, configuration and quality for all programming and system elements. Develop equipment lists w/preliminary cost estimates.
- ii. Specific functional requirements and spatial relationships for all program elements. Support preliminary design decisions by analysis, evaluations and studies, consistent with acceptable engineering and design practices.
- iii. Specific design requirements needed for project approval by permitting authorities.
- iv. Quality assurance procedures to ensure coordination, interface and consistency between the design/engineering disciplines. Implement environmental sustainability concepts as demonstrated through LEED.
- v. Preliminary design of off-site utility services, traffic and street improvements, and control devices.
- vi. Identify all necessary permits and utility clearances, as well as other required agency authorizations, interagency coordination, and public outreach process
- vii. Preliminary project cost estimate.
- viii. Layout of project elements to a suitable level for initiating final design phase.

b. Task 2: NEPA Compliance Process

The consultant shall conduct a thorough review of all existing environmental and cultural/historical reports, information, and data pertinent to new proposed sites and the

surrounding community, and shall prepare necessary documents/reports in order to gain compliance with all aspects of the National Environmental Policy Act of 1969 (as amended.) This review shall consist of a preliminary site selection process of comparative site analysis, site level due-diligence, and transactional level due-diligence processes to focus on actual sites considered for acquisition.

Consultant shall investigate, evaluate, and initiate studies according to standard environmental procedures in order to identify and pinpoint those issues and impacts that are significant and non-significant upon the proposed site(s) and the surrounding community and environment. Determine requirements of appropriate governmental regulations upon the work. The general elements to be reviewed include, but are not limited to:

- i. Right-of-Way (acquisition/displacement)
- ii. Zoning and Land Use
- iii. Air Quality
- iv. Noise Levels
- v. Traffic
- vi. Community/Neighborhood Impacts/Cultural & Social Impacts/Environmental Justice/Title VI issues
- vii. Water Resources and Quality
- viii. Flood Hazard Potential
- ix. Archeological and Historic Resources
- x. Proposed facility impacts
- xi. Wetlands
- xii. Endangered Species
- xiii. Geotechnical Investigation

Perform necessary public involvement, including coordination of public participation process with public information meetings and other public regulatory processes and meetings. As appropriate, the consultant shall prepare and submit documentation necessary for consideration to receive a categorical exclusion, a Finding of No Significant Impact (FONSI), or shall proceed with development of the environmental document necessary for construction, including all response documents.

c. Task 3: Interagency Coordination/Public Process

This task is to provide and participate in assistance/services to BCRTA/CITY during the course of the design effort, which may involve coordination with various federal, state, county or local authorities. The consultant will be looked upon to provide services such as:

- i. The submission at the 30% stage of 3-D modeling studies, renderings and other presentation materials suitable to illustrate the proposed project. The Consultant should be prepared to inform user groups and local citizens of the work to be performed using media, meetings, flyers, etc., or as BCRTA/CITY deems necessary. For purposes of planning, consultants should expect to provide two (2) interior and two (2) exterior renderings at minimum.
- ii. Attendance and assistance at select BCRTA/CITY meetings and events, in accordance with environmental or community information programs. Record and prepare minutes of all meetings.

- iii. The identification of, application for and obtainment of all necessary plan reviews, approvals and permits as required and as they apply to all phases of the project.

The 30% Preliminary Design Drawings, Specifications, Schedules and associated documents shall be submitted to BCRTA/CITY for review and comment. Also required at the 30% stage are 3- D modeling studies of a conceptual rendering of the project. Submittals shall include the following:

- i. Cover sheet
- ii. Index of drawings
- iii. Site drawings
- iv. Utility distribution systems
- v. Architectural plans, elevations, sections and other details pertinent to feature designs
- vi. Utility plans/lighting plans
- vii. Design analysis, separately bound and labeled and sufficiently complete to permit review of:
  - 1. Structural analysis
  - 2. Architectural narrative
  - 3. Mechanical analysis with line diagrams
  - 4. Electrical analysis with line diagrams
  - 5. Special features/systems (e.g., seating, graphics, communications, corrosion prevention, storm sewer, sanitary sewer, etc.)
  - 6. Building and site security (video/camera)
  - 7. Technical Specifications Table of Contents and major equipment lists and evaluation.
  - 8. Statement of Estimated Construction Costs in sufficient detail (quantity take- offs) to permit evaluation.

### PART 3: Final Design (30%-100%), Detailed scope of Work by Task

- a. Task 1: Value Engineering
  - i. Produce a team involved value engineering charette involving the function of systems, equipment, facilities, and supplies to determine the most cost-efficient way to proceed in design for each system.
  - ii. A decision will be made for each value engineering idea on whether to include it in the design of the facility.
- b. Task 2 Construction Bid Documentation

The consultant will advance the approved Preliminary Design, including all agreed upon comments, through 60%, 90% and 100% complete design and engineering, and will prepare detailed construction bid documents, including plans, specifications and cost estimates, for all construction work necessary; prepare construction phasing schedule/work plan; and coordinate phasing plan with final funding plan. The consultant will also conduct any remaining engineering technical study tasks needed prior to commencing final design.

Monthly review sessions will take place to allow BCRTA/CITY to check progress of the design. These meetings will be in addition to reviews at the preliminary, 60%, 90% and

100% design levels. Time should be budgeted by the consultant and any necessary sub-consultants accordingly.

- c. Task 3 60% Architectural & Engineering Design
  - i. At 60% complete architectural engineering design, the consultant shall prepare the following for the 60% complete review:
    1. Site plans at 1" = 30', which show all elements of construction layouts, grades and elevations.
    2. Construction staging recommendations and execution plans, as necessary, to execute the construction work as agreed to by BCRTA/CITY and regulatory review agencies.
    3. Architectural plans, elevations and sections, as necessary, to show layout and configuration of all construction elements.
    4. Typical sections as necessary.
    5. Electrical plans showing diagrams, load protection, typical lighting fixtures, specialized electrical systems, and other electrical equipment.
    6. Composite plumbing plan combining all sector drawings into one floor plan showing all potable water distribution piping, all storm, sanitary and industrial drainage.
    7. Structural plans, elevations, and sections as necessary.
    8. Mechanical plans, elevations, sections as necessary, including any specialized systems.
    9. Landscaping plans.
    10. Signage plans.
    11. Structural, mechanical, electrical and/or any other calculations or analysis used for the 60% design/engineering documents.
    12. Construction costs estimate, with quantified items for each type of work.
    13. Preliminary Construction Schedule.
    14. Draft technical Specifications in CSI format, and special provisions including construction staging and execution practices from Task I.
  
- d. Task 4: 90% and 100% complete Architectural
  - i. The consultant shall prepare Final Architectural Design/Engineering documents. Final Design Documents shall be submitted to BCRTA/CITY for approval. Final drawings and Specifications shall set forth in detail the requirements for the construction of the entire project, including necessary proposing information. The consultant shall also prepare the complete bid package. The final design shall include:
    1. Title sheet with key and location plans in sufficient detail and clarity indicating the surrounding area. Vicinity map if required.
    2. Site plans, including contours at one (1) foot intervals in elevation, property and easement lines, benchmarks, structures, buildings, pavement types and limits, drainage, utilities, and other features which define the existing site, the proposed construction, and final configuration. The plan and profile of underground utilities and invert elevations of storm drains, if any, shall be shown.
    3. Plans, profiles, details and typical sections necessary to define the site work.
    4. Architectural, structural, HVAC, plumbing, fire protection, electrical, drainage, landscaping, and signage plans.
    5. Demolition plans (as required).



6. Technical Specifications using CSI format.
  7. Preparation of special provisions, as required.
  8. An estimate of quantities and final cost estimate, including unit prices where appropriate, along with documentation of analysis used to establish unit and lump sum prices.
  9. Utility agreements, plans, and evidence of coordination with utility facilities affected by the project.
  10. Firm's proposal forms by discipline, including quantities where appropriate.
  11. Construction staging recommendations plan and temporary signage plans as required for each stage of construction.
  12. A summary of all criteria used in the design, including loads (dead, live, snow, wind, seismic, impact or other loads as appropriate), material grades, codes and assumptions, in a format which is appropriate for use by reviewing parties, including FTA state, and city/county agencies.
- ii. At the 90% design stage, all plans and specifications must be complete. No missing drawings/sections shall be allowed at this stage. The consultant shall submit drawings and other related data as set forth above for BCRTA/CITY review and approval. As part of this task, the consultant shall obtain any and all necessary plan reviews, and approvals, required by federal, state, regional, and city/county authorities. At the 100% stage, consultants must abide by the following signature procedures:
1. 100% design/engineering drawings/specifications are defined as complete when all regulatory agencies comments are incorporated.
  2. The consultant shall sign and seal all drawings.
  3. Any sub-consultant shall sign and seal his or her own drawings.
  4. The consultant's logo shall appear on each drawing prepared by a sub-consultant.
  5. All drawings prepared for this contract shall be signed and sealed by a principal of the firm who possesses a valid Ohio Professional Engineer or Ohio Registered Architect License.
- iii. Design Calculations and Diagrams: Submit complete computations and design drawings covering all structural framing and supports such as primary framing members, bracing, foundations, slabs and architectural finishes. All engineering calculation sheets shall be numbered, dated, and indexed. The index sheets shall be sealed by a Professional Engineer, licensed in Ohio, who is familiar with and responsible for the design.
- iv. Construction Phasing Schedule: Coordinate Schedule with Final Funding Plan. Provide an estimate of the time required to complete construction in the format of a cost loaded schedule. Present the Schedule in bar graph form using days,

weeks or months as appropriate for the limit of time. This Schedule is for project control purposes only and will not be used by any contractor.

- v. Determine from the project plan the delivery time required for long-lead time apparatus, equipment, and material. Prepare material lists for all long-lead or BCRTA/CITY supplied materials, equipment, and apparatus, and submit to BCRTA/CITY for approval.

e. Task 5: Interagency Coordination

- i. Final Design: Provide assistance/services to BCRTA/CITY during the course of the design effort, which may involve coordination with various federal, state, county or local authorities. The consultant may be required to attend meetings and events, assisting BCRTA/CITY in accordance with environmental or community information programs. The consultant will be required to identify, apply for and obtain the necessary plan reviews, and approvals as they apply to all phases of the project.
- ii. General: The consultant shall exercise reasonable care in the preparation of contract documents to conform to all applicable code requirements in effect at the time of issuance of the contract documents. As previously mentioned, the approval of plans and specifications which have been submitted to BCRTA/CITY is not to be construed as authority to violate, cancel or set aside any provisions of applicable codes or this contract. Nothing contained in the RFP or any resultant contract is intended to relieve the consultant of responsibility for maintaining adequate supervision over design, in order to guard BCRTA/CITY against deficiencies in the design work.

2. PART 4: Construction Phase Services w/Commissioning and Project Close-Out/Warranty

a. Task 1: Bid Phase Services – General Contractor, Publicly Bid

- i. Prepare all bid package materials including Drawings & Specifications, Invitation for Bids, Instructions to Contractors, Bid Forms, the Form of Bid Bond, Performance and Payment Bonds, Material Bonds, the General Conditions, the Special Conditions, the General Scope of Work, Addenda (if any), regulatory requirements and compliance issues, and Davis-Bacon and Prevailing-Wage rates issues. Prepare Bid Notice. Hold a pre-bid conference. Prepare Bid Document Addenda including Contract Drawing revisions and engineering calculations, as necessary or as requested by BCRTA/CITY for BCRTA/CITY approval and issuance. Furnish originals for final printing. Answer questions asked of BCRTA/CITY staff by bidders during the bid period.
- ii. Hold Bid Opening. Review all contractor's bid documents for conformity with technical requirements and completeness of response of the Bid Package and reasonableness of bid quoted. Perform due diligence activities to determine the most responsible and responsive bid. In determining the responsibility of a bidder, the consultant will consider overall compliance with bid terms and conditions, integrity, compliance with public policy, record of past experience and performance, financial and technical resources (including construction and technical equipment), and bond capacity. Make written recommendation as to contract award to BCRTA/CITY. Conform all contract drawings to Addenda as required after award of the construction contract. All contract drawings must be conformed within one month of the construction bid opening date

b. Task 2

- i. Construction Phase Services (Optional - Enhanced Construction Services) requirements for the project are defined by four subtasks:
  - 1. 2A – Response to Questions/Request for Information (RFI)
  - 2. 2B – Construction Management/Inspection/Quality Assurance & Quality Control
  - 3. 2C – Change Order Preparation/Evaluation/Estimates
  - 4. 2D – Shop Drawing Review and Material Approvals.

As part of the services performed under this task, the consultant or his or her representative will be required to attend one preconstruction meeting, and at a minimum, one project status meeting and one field meeting per week of construction activities.
- ii. Subtask 2A – Response to Questions/RFI's: As necessary throughout the construction period and post-construction period, the consultant will provide the required technical expertise necessary to respond to any design document related question, request for clarification, etc. This service shall be available for issues brought forward by BCRTA/CITY, the prime contractor, his or her subcontractors, or any related or impacted federal, state, county or municipal entity.
- iii. Subtask 2B – Construction Management/Inspections/Quality Assurance & Quality Control: This task includes all activities of overall construction management that determine quality control and assurance functions, procedures, and responsibilities for construction, system installation, and integration of system components. Such items include daily inspection and material testing – tests that shall be performed to verify the basic strength of materials and/or fabrication and construction techniques. Testing plans should be done to organize inspection and testing to ensure adequate control over the work to verify acceptability. These plans should control the progress of work to provide evidence of acceptability and to discover nonconforming conditions at the earliest time.
  - 1. The consultant shall designate a quality representative with defined authority and responsibility; Establish and implement procedures to maintain & control nonconforming work; Investigate nonconforming work and action needed to prevent recurrence; and document and implement corrective actions.
- iv. Subtask 2C - Change Order Preparation/Evaluation/Estimates: The consultant will review, analyze, and provide recommendations on contractor requests for change and Change Orders through the preparation of detailed cost estimates. Cost estimates shall include material quantities and cost, labor quantities and all direct and indirect costs, and an analysis of the contractor's proposal for alternate methods and materials. In addition, the consultant will prepare all necessary change order documents (designs, specifications, cost estimates, schedule analysis, etc.) as required by BCRTA/CITY for effective change order evaluation, negotiation and construction.
- v. Subtask 2D - Shop Drawing Review and Material Approvals: The consultant shall review and approve all project design-related shop drawings and material submittals as designer-of-record. These reviews and approvals shall be completed and returned no more than ten (10) working days after receipt from the construction manager/contractor.

c. Task 3: Project Close-Out

Assistance requirements for this task are defined by three subtasks:

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- i. Subtask 3A: Prior to accepting project, consultant is to activate and test all operational systems including but not limited to: electrical and communication, plumbing (if provided), active storm water systems, and mechanical (if provided). Establish and implement procedures to maintain and control nonconforming work. Investigate nonconforming work and action needed to prevent recurrence. Document and implement corrective actions.
    - ii. Subtask 3B: The consultant will participate in the inspection and development of the final punch list to be received by the contractor prior to final acceptance. The consultant will provide the necessary services to qualify or not quality the project as “substantially complete” and offer documented notification of the same.
    - iii. Subtask 3C: As the designer of record, the consultant will participate in the final project inspection following completion of punch list activities, and provide BCRTA/CITY with formal written notification of project acceptance.
  - d. Task 4: Warranty
    - i. Upon completion of construction, the consultant is required to modify the original contract drawings to reflect “as-built” conditions. The construction management forces and/or the contractor will furnish the “as-built” information to be verified and incorporated. Three (3) reproducible sets and three (3) sets on USB storage of “as-built” contract drawings will be required prior to any payment of the consultant under this task item.
    - ii. As a condition of the consultant’s final project acceptance and his payment under this task item, the contractor will assemble all required equipment/systems operating and maintenance manuals as well as specific warranty certificates, and transmit the same to BCRTA/CITY.

## 2. Passenger Rail Platform

Upon completion of the selection process, the Architect/Engineer (A/E) Scope of Services will be more fully described and negotiated when an A/E team is selected. The refined Scope of Services, together with the A/E fee, will be included in the final executed agreement.

The Architect/Engineer shall review in detail the proposed site at 909 South Main Street, Oxford Ohio. The Architect/Engineer shall conduct site analysis through field walks, photography and GIS analysis.

Services and deliverables such as, but not limited to:

- Up to two meetings with Amtrak Planning Committee
- A topographic and property survey of the project area.
- GIS Maps and data for right of way take or easement costs
- Maps, images, and/or renderings of the proposed platform and site to be used for public involvement
- Preliminary Engineering as defined by the Federal Rail Administration Grant Requirements.
- Preliminary NEPA review
- Benefit Cost Analysis of this proposed project

- Construction cost estimate including but not limited to, design fees and permitting
  - Narrative explanations of assumptions supporting cost estimations
  - Comparison of cost estimates using different funding and letting procedures and permits
  - Construction Management Services
1. Topographic and Property Survey
    - a. The Consultant shall complete a field topographic and property survey of the project area. The survey shall be generally in conformance with Ohio Department of Transportation *Survey & Mapping Specifications*. Base mapping shall be prepared in Autodesk Autocad 2019 or 2020 format in Ohio State Plane Coordinates. The total survey area is anticipated to be less than 1 acre.
  2. Project Control
    - a. Establish project control, benchmarks and reference points as described under Item 35 of the Scope of Services in the ODOT Survey and Mapping Specification. Two class B project control points will be established outside of the anticipated limits of construction, outside CSX right of way.
  3. Railroad Coordination
    - a. The survey will partially be conducted on CSXT railroad right of way. It is likely that a right of entry with CSXT will be required to conduct the survey. All costs associated with a right of entry will be included in the Consultant scope of work as a reimbursable expense. Field work will be coordinated with CSXT to furnish the required railroad protection for field work. The consultant scope of work does not include a preliminary engineering agreement with CSX. Design review coordination with CSX will be led by Amtrak.
  4. Topographic Survey
    - a. All planimetric features and utility items will be located including, but not limited to, the following items within the limits of the project to be confirmed with the selected consultant. Survey Limits will be confirmed with the selected consultant but anticipated to less than 1 acre.
    - b. Develop a digital terrain model with contours at 1 foot intervals.
    - c. Buildings, pavement, sidewalks, walls, fencing and parking areas.
    - d. Poles, manholes, inlets, culvert or other surface utilities and marked subsurface utilizes.
    - e. Invert and sizes of all storm/sanitary sewers at each manhole, inlets, etc.
    - f. Centerline of all stormwater ditches.
    - g. Existing rails including top of rail at 10 ft intervals, signal poles, rail lubricator or any other railroad facilities.
    - h. Existing signs, pavement markings, signal heads, strain poles and traffic controller devices
  5. Property Survey
    - a. It is anticipated that 6 parcels may be involved in the project at this time. Property owner notification is required at least 48 hours in advance. The City of Oxford will furnish the property owner notification to the selected Consultant. Complete all boundary work in accordance with O.A.C. 4733 & O.R.C. 4733
  6. Utilities

- b. The Ohio Utilities Protection Service (OUPS) will be contacted for records (design ticket) noting that the client is requesting physical markings. The location of markings which are present at the time of the field survey and provided in response to the OUPS request will be denoted as such. Underground utilities noted as being per record will be shown based the Consultant's interpretation of the records that are provided by the utility companies who responded to the OUPS request for records. The scope of work does not include an underground utility investigator/location service provider.

7. Preliminary Engineering (30%):

- a. Preliminary Engineering (1) defines a project, including identification of all environmental impacts, design of all critical project elements at a level sufficient to assure reliable cost estimates and schedules, (2) complete project management and financial plans, and (3) identify procurement requirements and strategies. The PE development process starts with specific project design alternatives that allow for the assessment of a range of rail improvements, specific alignments, and project designs.
- b. The intent of the design effort is to complete a basis of design report, provide a rough order of magnitude (ROM) cost estimate including construction and right of way costs and to establish the construction limits schedule. The construction limits will be used to determine preliminary temporary and permanent right of way needs and the potential environmental area of affect for NEPA documentation if necessary.

**c. The Preliminary Engineering will include the following elements:**

i. Platform:

1. Determine location, size and overall configuration of station platform in relation to the CSXT track and abutting properties. The platform is anticipated to be a side platform located west of the existing CSXT track. The platform is likely to encroach on an existing track side drainage ditch and will need to be enclosed under the platform or relocated. Drainage from the site shall not be diverted, directed toward CSXT, or increased in quantity without approval and agreement with CSXT.
2. The proposed platform will be a low level platform (8 inches above top of rail) and it is anticipated that the top of platform elevation will be lower than the abutting properties to the west and will require some grading and ramps to comply with ADA requirements. The platform shall provide a minimum useable width of 12 feet perpendicular to the rail and comply with all Amtrak and CSX clearance and off-set distances. The length of the platform will be determined by Amtrak. Specific provisions to meet ADA requirements under 49 CFR 27.42 are to be confirmed by Amtrak. It is assumed at this time that the station design will include provisions for using alternatives to level boarding such as car-borne lifts, station-based lifts, or mini-high platforms.
3. Platforms should slope away from the tracks to prevent wheelchairs, strollers, baggage carts and other items from rolling towards the track. The Consultant shall investigate the use of pre-cast or cast in place platform designs and make recommendations on a preferred structure type.

ii. Shelter

1. The Preliminary Engineering shall incorporate provisions for a prefabricated or site built shelter on or adjacent to the platform. The shelter shall provide protection from precipitation and wind, however, will not be fully enclosed or conditioned. The architectural details for the shelter will be confirmed during future detailed design, however the consultant will determine the size, location and features of the proposed shelter in relation to the platform and surrounding project area and to develop preliminary costs.
- iii. Geotechnical Investigation and Design
    1. The Consultant shall furnish a qualified geotechnical engineer to provide recommendations for the proposed Preliminary Engineering. Site specific samples or soil borings have not been obtained at this time. The Consultant shall provide recommendation for the platform design including foundations, retaining walls or modifications to the existing railroad track bed. It is anticipated that 2 to 4 soil borings will be required based on the current anticipated construction limits. The geotechnical scope of work will be confirmed with the selected consultant.
  - iv. Pedestrian Access
    1. Design an accessible pathway from the public right of way on Main St. to the proposed platform. Investigate the possibility of a secondary pathway from the public right of way along Chestnut Street to the proposed platform.
    2. New at-grade pedestrian or vehicular crossings over the CSXT railroad will not be permitted. Railroad crossings will be limited to the existing signalized crossing at Chestnut Street (DOT 154079C). Improvements to the existing pedestrian crossings on both sides of Chestnut should be evaluated. Potential impacts to the operation of the existing warning devices at the crossing due to the station stop will be identified during Preliminary Engineering.
  - v. Signage
    1. The Amtrak *Graphic Signage Standards Manual* provides guidance in planning station signage and naming. Signs that are located on the non-platform, curbside, or street side of the station provide way-finding to and from the stations, station identification, vehicular direction, and curbside information.
    2. Locate and estimate exterior signage required per Oxford and Amtrak standards including the following:
    3. City identification signage at the platform.
    4. Station identification signage.
    5. Vehicular Wayfinding Signage
    6. ADA Parking.
    7. Accessible pathway directional signage.
    8. Note that the level of effort for this task is to capture estimated costs and identify sign locations and not produce detailed design and specifications.
  - vi. Electrical/Lighting
    1. Platform and pathway lighting is an important safety and security concern. Lighting levels must meet the values set forth in Amtrak Engineering Stations Standard Design Practices. The Consultant will identify the number, location and configuration of lighting including provision for power to lights and cameras/power on the platform.
  - vii. Communications/Data

1. It is anticipated that at least one security camera will be provided at the platform area. The consultant will confirm the location and configuration of security cameras and provisions for data/communications with the City of Oxford.
  - viii. Landscaping
    1. The Preliminary Engineering shall include provisions for minimal landscaping in the station area outside of railroad right of way.
8. Basis of Design (BOD) Report (100%):
- a. Basis of Design (BOD): The Consultant shall prepare a report indicating project assumptions and design criteria. The report shall provide complete information in an orderly format acceptable to the City of Oxford and for review by Amtrak. It shall include a description of project intent for those elements that are not defined on drawings. It shall include information from the items listed below, as well as information generated during other work tasks if applicable:
  - b. A narrative and summary of observations from site surveys, geotechnical reports and other investigations, etc.
  - c. Description, analysis, evaluation, and recommendations concerning the results of sampling, testing and/or other monitoring programs conducted during this phase of work.
  - d. Description of alternatives evaluated for each key element of the design.
  - e. Complete design intent for the architectural, civil, electrical, plumbing, and data/communications.
  - f. Confirm that modifications to track, wayside equipment or grade crossing are not required.
  - g. Key planning assumptions (service levels, equipment required, fixture types, sustainability, flexibility, etc.).
  - h. State and local code and zoning analyses
  - i. Reference applicable codes, regulations and guidelines
  - j. General overview of requirements and how they will be incorporated into this project.
  - k. Additional information, constraints, or parameters that may have influenced the design.
  - l. Drawings and/or Renderings.
  - m. Design Estimate of Construction Cost: Estimate shall be prepared based on historical costs for similar type of projects or work. The Consultant shall consider special conditions that may have significant impacts on the cost of construction. A reasonable contingency factor shall be included in the cost estimate.
  - n. Estimate of Construction Schedule: The Consultant shall consider special conditions that may have significant impacts on the construction schedule. The schedule shall be from Notice to Proceed through the end of the construction phase and shall consider applicable lead times for specific equipment. Note anticipated phasing if necessary, as well as, any street or railroad closures or detours (none anticipated at this time).

**9. National Environmental Policy Act (NEPA Review):**

- a. Perform a preliminary analysis of the environmental impacts of the proposed project.

**10. Benefit Cost Analysis (BCA):**

- a. Perform a BCA and provide a systematic, data driven analysis comparing monetized project benefits and costs. Consultant should use the [federal rail administration BCA guidelines](#).



## **11. Construction Management of Rail Platform**

- a. Perform bidding, contracting and construction management services for the City.

### **B. Current Operations**

BCRTA will continue to operate in the area that will be affected by this project. Suitable arrangements must be made for any relocation of transit operations.

### **C. Incorporation of Scope of work**

This scope of work shall be incorporated into and made a part of any contract or leasing agreement entered into between the proposer and BCRTA/CITY.

In the event of any conflict between the terms and conditions of said contract or leasing agreement and those of the scope of work, the terms and conditions of the scope of work shall prevail.

## **SECTION 3 – PROPOSAL SUBMISSION PROVISIONS**

### **A. Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals**

Not later than twenty-four (24) hours before the time set for Proposal opening, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFP Cover Page, provided their identity is made known and a receipt is signed for the Proposal. All Proposal modifications shall be made in writing executed and submitted in the same form and manner as the original Proposal. Any Proposal or modification of Proposal received at BCRTA's office designated in the solicitation after the exact time specified for Proposal receipt will not be considered.

### **B. Errors and Administrative Corrections**

BCRTA/CITY will not be responsible for any errors in Proposals. Proposers will only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications by BCRTA/CITY. BCRTA/CITY reserves the right to request an extension of the procurement period from Proposers.

BCRTA/CITY reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the Proposer must be initialed by the person signing the Proposal.

### **C. Compliance with RFP Terms and Attachments**

BCRTA/CITY intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers shall submit Proposals which respond to the requirements of the RFP. An exception is not a response to an RFP requirement. If an exception is taken, a "Notice of Exception" must be submitted with the Proposal. The "Notice of Exception" must identify the specific point or points of exception and provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the Proposal.

#### E. Pricing, Taxes, and Effective Date

The price to be quoted in any Proposal will include all items of labor, materials, tools, equipment, delivery and other costs necessary to fully meet the requirements of BCRTA/CITY. Any items omitted, which are clearly necessary for the completion of this project, will be considered a portion of such scope of work, although not directly specified.

Proposals shall include all freight charges, FOB to the designated delivery points.

BCRTA/CITY is exempt from payment of Federal Sales, Excise and Transportation Tax, and the Ohio Sales, Excise and Use Tax. Proposers will not include these taxes in their price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

In the event of a discrepancy between the unit price and the extended amount for a required item, the unit price will govern. The price quoted by the proposing firms will not change for a period of ninety (90) days, beginning from the date the Proposal is opened.

#### F. Rejection of Proposals

Any Proposal failing to conform to the essential requirements of the RFP, such that it materially affects price, quantity, quality, or delivery of the items offered, or in which the proposer imposes conditions modifying the requirements of the RFP or limiting its liability to BCRTA/CITY in a way that gives the proposer an advantage over others, will be rejected as non-responsive. Minor informalities, errors that don't go to the substance of a Proposal, may be waived. If the proposer fails to furnish a Proposal guarantee required as a condition of the Proposal, the Proposal must be rejected.

#### D. Rejection of All Proposals

When it is determined to reject all Proposals, all proposers will be notified that all Proposals were rejected stating the reasons for rejection.

#### E. Additional Information, Rejection

BCRTA/CITY reserves the right to request additional information from any Proposer, or none. It also reserves the right to reject any and all proposals without prior notice; to waive informalities and technicalities; to extend deadlines without notice; to negotiate directly with only those respondents deemed to be qualified according to the criteria on this RFP; and to enter into one, more than one, or no contracts as it shall deem to be in its best interests.

#### F. Terminology

The terms "proposal", "bid", "Request for Proposals", "RFP", "bidder", "proposer", "contractor" and the like are used interchangeably throughout this RFP. Similarly, the terms "BCRTA", "RTA", "buyer", "purchaser", "City", "City of Oxford" and "Authority" are used interchangeably.

#### G. Protests

##### 1. General

Protests may be made by prospective proposers, or firms whose direct economic interest would be affected by award of a contract or by failure to award a contract. BCRTA will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award.

All protests are to be submitted in writing to:  
Butler County RTA  
3045 Moser Court  
Hamilton, Ohio 45011

Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

- i. name, address, and telephone number of protestor,
- ii. identification of contract solicitation number,
- iii. a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents,  
and
- iv. a statement as to what relief is requested.

Protests must be submitted to BCRTA in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant.

## 2. Protests Before Proposal Opening

Protests alleging restrictive specifications or improprieties which are apparent prior to Proposal opening or receipt of proposals must be submitted in writing at the address above and must be received at least seven (7) days prior to Proposal opening or closing date for receipt of Proposals or proposals. If the written protest is not received by the time specified, Proposals may be received and award made in the normal manner unless BCRTA determines that remedial action is required. Oral protests not followed up by a written protest will be disregarded. BCRTA may request additional information from the appealing party and information or response from other proposers, which shall be submitted to BCRTA not less than ten (10) days after the date of BCRTA's request. So far as practicable, appeals will be decided based on the written appeal, information and written response submitted by the appealing party and other proposers. In failure of any party to timely respond to a request for information, it may be deemed by BCRTA that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such a case, the protest will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent evaluation that BCRTA deems appropriate, BCRTA shall either:

- i. Render a final decision, or
- ii. At the sole election of BCRTA, conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the BCRTA will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of informal hearing.

## 3. Protests After Proposal/Proposal Opening/Prior to Award

Protests against the making of an award by the BCRTA must be submitted in writing to BCRTA and received within seven (7) days of the award by the BCRTA. Notice of the protest and the basis therefore will be given to all proposers. In addition, when a protest

against the making of an award by the BCRTA is received and it is determined to withhold the award pending disposition of the protest, the proposers whose Proposals or proposals might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the Proposal. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless BCRTA determines that:

- i. The items to be purchased are urgently required.
- ii. Delivery or performance will be unduly delayed by failure to make award promptly.
- iii. Failure to make award will otherwise cause undue harm to BCRTA or the federal government.

#### 4. Protests After Award

In instances where the award has been made, the proposer shall be furnished with the notice of protest and the basis therefore. If the proposer has not executed the contract as of the date the protest is received by BCRTA, the execution of the contract will not be made prior to seven (7) days after resolution of the protest unless BCRTA determines that:

- i. The items to be purchased are urgently required,
- ii. Delivery or performance will be unduly delayed by failure to make award promptly, or
- iii. Failure to make award will otherwise cause undue harm to BCRTA or the federal government.

#### 5. Decision

Any decision pertaining to a protest following the guidelines contained in this section is final.

#### 6. Protests to Federal Transit Administration (FTA)

Under certain limited circumstances, an interested party may protest to the FTA the award of a contract pursuant to an FTA grant. FTA's review of any such protest will be limited to:

- i. Alleged failure by BCRTA to have written protest procedures or alleged failure to follow such procedures, or
- ii. Alleged violations of specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation.
- iii. Protestors shall file a protest with FTA not later than five (5) working days after BCRTA renders a final decision under the BCRTA protest procedure. In instances where the protestor alleges that BCRTA failed to make a final determination on the protest, the protestor shall file a complaint with FTA no later than five (5) Federal working days after the protestor knew or should have known of BCRTA's failure to render a final determination in the protest.

#### 7. Submission of Protest to FTA

Protests submitted to FTA should be submitted to the FTA Region 5 Office in Chicago, Ohio with a concurrent copy to BCRTA. The protest filed with FTA shall:

- i. Include the name and address of the protestor
- ii. Identify the BCRTA project number and the number of the contract solicitation
- iii. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow BCRTA's protest procedures, or the alleged failure to have procedures, and be fully supported to the extent possible
- iv. Include a copy of the local protest filed with BCRTA and a copy of the BCRTA

decision, if any.

## **SECTION 4 - PROPOSAL EVALUATION & CONTRACT AWARD**

### **A. General**

BCRTA/CITY shall employ the scored-criteria based selection in a negotiated purchase method in making the award for this procurement. Experience, quality, design and price information will be evaluated.

Proposers will be required to submit supporting documentation on the technical aspects and cost. The Evaluation Committee may elect to interview proposers in order to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the evaluation team may reevaluate the proposals of those firms interviewed. BCRTA/CITY expects all offerors to fully cooperate with its evaluation process.

### **B. EDGE Goal**

Due to a partial commitment of funding from Miami University, any ensuing contract will be subject to State of Ohio Encouraging Diversity, Growth and Equity (EDGE) goals. Proposers are encouraged to describe and demonstrate how this goal will be met. The EDGE goal for this project is 5%. More information is available at <https://das.ohio.gov/Divisions/Equal-Opportunity/Business-Certification/Encouraging-Diversity-Growth-and-Equity-EDGE-Program>.

### **C. Eligibility for Award**

In order to be eligible for award, Proposers must be responsive and responsible. Responsive Proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.

Responsible Proposers are those prospective proposers who, at a minimum, must:

- i. Have adequate financial resources, as required during performance of the Contract.
- ii. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
- iii. Have a satisfactory record of past performance.
- iv. Have necessary technical capability to perform.
- v. Certify that they are not on the U.S. Comptroller General's list of ineligible proposers.
- vi. Are qualified as a manufacturer or regular provider of the equipment being offered.
- vii. Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

#### D. Evaluation of Proposals

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each proposer will be ranked in numerical sequence, from the highest to the lowest score. BCRTA/CITY may then select the proposal that is considered to be the most advantageous to BCRTA/CITY.

Criteria	Weight
General Experience: Prior experience with projects of similar scale and complexity, specifically planning rail platforms, multimodal stations, and bus maintenance facilities that were successfully implemented and the reliability of past cost estimations. Demonstrated competence with NEPA and other federal requirements. Satisfactory evidence and references provided with proposal.	20%
Current Trends: Understanding of current trends in passenger rail development, multimodal stations, public transit bus maintenance infrastructure, and transit-oriented development.  -Architecture (10) -Engineering (5) -Environmental (NEPA, LEED, Carbon Emission Impact) (5)	20%
Performance History: For the last five years with respect to: (a) termination for default, (b) litigation by or against the Proposer and/or its consultants, and (c) judgments entered for or against Proposer and/or its consultants.	15%
Key Personnel & Professional Diversity: Professional qualifications and experience of individuals assigned to the Project. A project team with a diverse skill set, including professions and/or experience in Landscape Architecture, Civil Engineering, Structural Engineering and Real Estate Valuation.	15%
Beyond the Minimum: Commitment to developing a rail platform, multimodal stations, and bus maintenance facility that provides functional transportation, is aesthetically pleasing, and accessible to a broad user base of different ages and abilities. At least 50% of work completed by prime. Quality engagement and cooperation with available DBE's and EDGE.	10%
Jurisdictions: Experience with complex permitting procedures of overlapping jurisdictions such as City, County, State, Amtrak, CSX, Federal Railroad Administration, and Federal Transit Administration. Demonstrated experience in relationships of similar scope.	8%
Communication: Use of innovative processes that creatively engage key personnel and agency staff, and other stakeholders throughout the project.	7%
On Time: History of effective schedule and budget management for projects of similar scale and complexity.	5%

#### E. Contract Award

Upon review of the proposals, the selection committee will designate the most qualified proposers as finalists. These finalists may be invited to make an oral/visual presentation and participate in a question and answer session to clarify their proposal with the Selection Committee members. If interviews or presentations are held, the Selection Committee may re-evaluate the proposals of those firms.

If the BCRTA/CITY is unable to negotiate a satisfactory contract with the first-ranked proposer at a fair and reasonable price, negotiations will be formally terminated. Negotiations would be undertaken with the second-ranked proposer, and so on, until a satisfactory contract could be negotiated.

The negotiated contract recommendations would then be presented to the RTA Board of Trustees/City Council for approval.

Contract award will occur when BCRTA/CITY signs the Contract and/or issues a purchase order. No other act of BCRTA/CITY shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document but will not be the authorization for proposer to proceed.

#### F. Execution of Contract and Notice to Proceed

The Proposer to whom BCRTA/CITY intends to award the Contract shall sign the Contract and return it to BCRTA/CITY. Upon authorization by BCRTA's Board of Trustees, City Council, or designee, the Contract will be countersigned. Upon receipt by BCRTA/CITY of any required documentation and submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.



## **SECTION 5 – GENERAL TERMS & CONDITIONS**

### **A. Assignability**

BCRTA/CITY reserves the right to assign all or any portion of the award under this contract including option quantities. BCRTA/CITY's right of assignment will remain in force over the specified contract period or until completion of the contract to include options, whichever occurs first.

The terms and provisions of the Contract Documents shall be binding upon BCRTA/CITY and the proposer and their respective partners, successors, heirs, executors, administrators, assigns and representatives. The rights and obligations of the proposer under the Contract may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way. The proposer may subcontract a portion of its obligations to other firms or parties but only after having obtained the written approval by BCRTA/CITY of the subcontractor, which approval shall not be unreasonably withheld. BCRTA/CITY may assign its rights and obligations under the Contract to any successor to the rights and functions of BCRTA/CITY or to any governmental agency to the extent required by applicable laws and governmental regulations or to the extent BCRTA/CITY deems necessary or advisable under the circumstances.

### **B. Laws of Ohio**

The rights and duties of the parties hereto shall be determined by the laws of the State of Ohio, and to that end the contract shall be construed and considered as a contract made and to be performed in the County of Butler, Ohio.

### **C. Defective Work, Materials or Services**

When and as often as BCRTA/CITY determines that the work, materials, or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to proposer. Within seven (7) calendar days of receiving such written notification, Proposer must supply BCRTA/CITY with a written detailed plan which indicates the time and methods needed to bring the work, materials, or services within acceptable limits of the Contract. BCRTA/CITY may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted and returned to proposer at proposer's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to BCRTA/CITY by law, including those available under the Uniform Commercial Code.

### **D. Contract Term**

The term of any Contract arising from this RFP shall be for the duration of contract which shall be until delivery, installation, testing and acceptance of the outlined products and/or services is delivered.

### **E. Insurance**

The proposer shall maintain, at its own expense, throughout the period of the Contract and any extensions thereof and provide the following minimum insurance coverages of the types and in the amounts described below that are applicable to the scope of work being performed:

1. **Worker's Compensation and Employer's Liability Insurance.** Proposer must carry Workers' Compensation Insurance (including occupational disease) in compliance with Workers' Compensation statutes of any applicable jurisdiction in which the Work is to be performed. For the attainment of Workers Compensation in monopolistic states, including Ohio, coverage must be secured through the state fund.

If proposer is a qualified self-insurer in compliance with the laws of the state, this is also acceptable. A certificate of compliance from the appropriate workers' compensation bureau or board must be provided with the certificate of insurance.

- Part A – Statutory
- Part B – Employers Liability
  - Bodily Injury by Accident \$500,000
  - Bodily Injury by Disease (Policy Limit) \$500,000
  - Bodily Injury by Disease (Each Employee) \$500,000

Contractor must also carry Employer's Liability Insurance with minimum limits of \$1,000,000 each accident; \$1,000,000 for disease (per employee); and \$1,000,000 for disease (policy limit). This policy must include Ohio "Stop Gap" coverage, including coverage for "substantially certain" claims.

2. **Commercial General Liability Insurance.** Proposer must carry Commercial General Liability Insurance written on ISO form CG 00 01 10 01 (or its equivalent) with limits of \$1,000,000 per occurrence and in the aggregate.

Each Occurrence (Bodily Injury, Property Damage)	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$1,000,000
Products and Completed Operations Aggregate Limit	\$1,000,000
Fire Damage Limit	\$50,000
Medical Payments – Any One Person	\$5,000

3. **Commercial Auto Liability Insurance.** Proposer shall carry Commercial Automobile Liability Insurance covering all owned, leased and non-owned vehicles used in connection with the work to be performed under this contract, with limits of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

Owned, Hired or Non Owned (Per Accident)	\$1,000,000
Medical Payments (Each Person)	\$5,000
Comprehensive (\$5,000 Deductible – Maximum)	Actual Cash Value
Collision (\$5,000 Deductible – Maximum)	Actual Cash Value

4. **Professional Liability Insurance.** Professional shall carry Professional Liability/Errors & Omissions/Malpractice Insurance in an amount of no less than \$1,000,000 per occurrence and in the aggregate.

5. **Fidelity Bond/Crime.** If Professional or its employees will be on the premises of BCRTA in connection with performance of work under this contract, Professional shall carry no less than \$1,000,000 in Third Party Crime Coverage for the benefit of BCRTA in the event of theft or other intentional harm to BCRTA's property by Professional's employees.

6. **Additional Insured**  
Contractor shall issue certificates of insurance to BCRTA/CITY in advance of any contract execution naming Butler County Regional Transit Authority and the City of Oxford as Additional Insured.

#### F. Payment Procedures

Payments for products delivered or services performed shall be made after presentation of proposer's invoices to BCRTA/CITY. Such invoices shall be computed in accordance with the fee schedule agreed to by BCRTA/CITY and proposer, and incorporated into the final contract, and are

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due and payable within thirty (30) calendar days of receipt of a correct invoice as agreed upon by BCRTA/CITY. Each invoice shall contain proposer's list of products or services delivered. Proposer agrees to supply with each invoice, additional information as may be requested by BCRTA/CITY.

Invoices should clearly identify the BCRTA/CITY purchase order number and any prompt payment discount offered to BCRTA/CITY for paying within ten (10) days of receipt. BCRTA/CITY may, at any time, conduct an audit of any and/or all records kept by the proposer for this project. Any overpayment uncovered in such an audit may be charged against the proposer's future invoices. BCRTA/CITY may withhold payment for services it believes were improper, failed to meet with project scope of work, or are otherwise questionable.

Invoices should be submitted to:

For BCRTA:

BCRTA  
Attn: Accounts Payable  
3045 Moser Ct  
Hamilton, OH 45011

For the City:

City of Oxford  
ATTN: Accounts Payable  
15 S. College Ave  
Oxford, OH 45056

#### G. Advance Payment Prohibited

No advance payment shall be made for products or services furnished by proposer pursuant to this Contract.

#### H. Shipping Charges

All prices shall include freight FOB to the designated delivery point. BCRTA/CITY shall reject requests for additional compensation for freight charges.

#### I. Delivery Points

This Contract requires all goods and/or services and supervision necessary to furnish the goods and services as set forth herein to be made to the BCRTA Maintenance facility.

### **SECTION 6 – FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS**

#### A. Incorporation of FTA Terms

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The proposer shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause BCRTA to be in violation of the FTA terms and conditions

#### B. No Obligation by Federal Government

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

The Proposer agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified,

except to identify the subcontractor who will be subject to its provisions.

#### C. Program Fraud and False or Fraudulent Statements or Related Acts

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

The proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S. C. § 1001 and 49 U.S.C. § 5307(n)(1) on the proposer, to the extent the Federal Government deems appropriate.

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

#### D. Audit and Inspection of Records

Contractor shall permit the authorized representatives of BCRTA, its member entities, the Ohio Auditor of State, the U.S. Department of Transportation, and the Comptroller General of the United States access to any books, documents, papers and records of the proposer which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions until the expiration of three (3) years after final payment under this contract. Proposer further agrees to include all its subcontracts hereunder, a provision to the effect that the subcontractor agrees that BCRTA, its member entities, the Ohio Auditor of State, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to books, documents, papers and records of such subcontractor involving transactions, related to the subcontractor for the purpose of making audit, examination, excerpts and transcriptions. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontractor or purchase orders for public utility services at rates established for uniform applicability to the general public.

The periods of access and examination described above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expense of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed.

#### E. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Agreement \(Form FTA MA \(26\)\)](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Proposer's failure to so comply shall constitute a material breach of this contract.

## F. Nondiscrimination (EEO)

Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, 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 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, “Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity,” July 21, 2014,
- (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and
- (d) Follow Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability,

### Specifics. The Recipient agrees:

- (a) Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
  1. Race,
  2. Color,
  3. Religion,
  4. National origin,
  5. Disability,
  6. Age,
  7. Sexual origin,
  8. Gender identity, or
  9. Status as a parent, and
- (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. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer,” and

Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third Party Participant will comply, 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 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note

## G. Title VI, Civil Rights Act of 1964, Compliance

The Butler County Regional Transit Authority (BCRTA), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race,

color, or national origin in consideration for an award.

During the performance of this contract, the proposer, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The proposer shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The proposer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The proposer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the proposer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the proposer of the Proposer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The proposer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the RTA or the Federal Transit Administration (hereinafter, "FTA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a proposer is in the exclusive possession of another who fails or refuses to furnish this information, the proposer shall so certify to the BCRTA, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the proposer's noncompliance with nondiscrimination provisions of this contract, the BCRTA shall impose contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the proposer under the contract until the proposer complies; and/or
  - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The proposer shall include the provisions of paragraphs (E) through (F) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The proposer shall take such action with respect to any subcontract or procurement as the BCRTA or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a proposer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the proposer may request the BCRTA to enter into such litigation to protect the interests of the BCRTA, and, in addition, the proposer may request the United States to enter into such litigation to protect the interests of the United States.

#### H. Americans with Disabilities Act (ADA)

The proposer agrees to comply with, and assure that any subcontractor under this Project complies with all applicable requirements for the American with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq. and 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as

amended., 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1612, and the following regulations and any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
3. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
4. Department of Justice (DOJ) regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
5. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
6. General Services Administration, "Construction and Alteration of Public Building." Accommodations of the Physically Handicapped," 41 C.F.R. Part 10119;
7. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
8. Federal Communications regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49
10. C.F.R. Part 609

#### I. Termination of Contract for Default

If, through any cause, the proposer shall fail to perform fully, timely and in proper manner its obligations under this contract, or if the proposer shall breach any of the covenants, conditions or agreements contained in the contract, the BCRTA or the City shall thereafter have the right to terminate this contract by giving notice in writing which shall specify the effective date thereof, to the proposer of such termination. In such event, any goods delivered and/or installed by the proposer under this contract shall, at the option of BCRTA of the City, become the BCRTA/City's property and the proposer shall be entitled to receive just and equitable compensation therefor, not to exceed the maximum aggregate compensation payable by BCRTA or the City to proposer as stated in Blanket Purchase Order. In the event of a termination pursuant to this Article, the BCRTA or the City may elect instead to remove any goods delivered and/or installed and redeliver the same to the proposer, all at the proposer's sole expense, including reasonable charges for any time and/or labor expended by the BCRTA/City's employees.

Notwithstanding the above, the proposal shall not be relieved of any liability to the BCRTA or the City for damages sustained by the BCRTA or the City by virtue of any breach of contract or warrants, or of both, by the proposal for the purpose of setoff and/or recoupment until such time as the exact amount of damages due the BCRTA or the City from the proposal is determined.

#### J. Termination for Convenience of BCRTA or City

The BCRTA or the CITY may terminate this contract any time by a notice in writing that shall specify the effective date thereof, from the BCRTA or the CITY to the proposal, at least thirty (30) days before the effective date of such termination. In that event, any goods accepted by the BCRTA or the CITY prior to the effective date of the termination shall become the BCRTA or CITY's property and the proposer shall be entitled to receive just and equitable compensation therefor and for any services accepted by the BCRTA or the CITY prior to the effective date; provided, nevertheless, that the amount of such compensation shall not, in any event, exceed the maximum aggregate compensation payable by BCRTA or the CITY to propose as stated in Blanket Purchase Order, properly attributable to the goods and/or services so accepted.

Neither the acceptance, by the BCRTA OR CITY, of any goods and/or services; the payment, by the BCRTA OR CITY, for any goods and/or services; nor both acceptance and payment, shall be

deemed to waive, to compromise, or to affect in any manner the liability of the proposer for any breach of contract, of warranty, or both of contract and of warranty.

#### K. Disadvantaged Business Enterprise Participation

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%. BCRTA has established a 0.29% race-neutral transit DBE goal for FFY 2021-2023. A separate contract specific goal has not been established for this procurement.

b. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the proposer 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 **Recipient** deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments
- 2) Assessing sanctions
- 3) Liquidated damages, and/or
- 4) Disqualifying the proposer from future proposing as non-responsible

c. the proposer shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed in its written documentation of its contract commitment to the Recipient unless the proposer obtains written consent from the Recipient.

d. the proposer shall not be entitled to any payment for work or material unless it is performed or supplied by the DBEs as listed in its written documentation of its commitment to the Recipient unless the proposer obtains written consent from the Recipient.

e. the proposer will be required to report its DBE participation obtained throughout the period of performance.

f. **Prompt Payment** - the proposer is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than **10** calendar days after the proposer's receipt of payment for that work from the **Recipient**. In addition, the proposer is required to return any retainage payments to those subcontractors within **10** calendar days after incremental acceptance of the subcontractor's work by the **Recipient** and proposer's receipt of the partial.

g. the proposer shall not terminate a DBE subcontractor listed in its written documentation of its commitment to the **Recipient** to use a DBE subcontractor (or an approved substitute DBE firm) without the **Recipient's** prior written consent. This includes, but is not limited to, instances in which a prime proposer seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

h. the proposer 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.

For purposes of this paragraph, good cause includes the following circumstances:

- i. The listed DBE subcontractor fails or refuses to execute a written contract.
- ii. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime proposer.



- iii. The listed DBE subcontractor fails or refuses to meet the prime proposer's reasonable, nondiscriminatory bond requirements.
  - iv. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
  - v. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
  - vi. BCRTA determined that the listed DBE subcontractor is not a responsible proposer;
  - vii. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
  - viii. The listed DBE is ineligible to receive DBE credit for the type of work required;
  - ix. A DBE owner dies or becomes disabled with the result that the listed DB proposer is unable to complete its work on the contract;
  - x. Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime proposer seeks to terminate a DBE it relied upon to obtain the contract so that the prime proposer can self-perform the work for which the DB proposer was engaged or so that the prime proposer can substitute another DBE or non-DB proposer after contract award.
- i. the proposer 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**.
- j. Before transmitting to BCRTA its request to terminate and/or substitute a DBE subcontractor, the prime proposer must give notice in writing to the DBE subcontractor, with a copy to BCRTA, of its intent to request to terminate and/or substitute, and the reason for the request.

#### L. Prompt Payment

We will include the following clause in each DOT-assisted prime contract:

The prime proposer agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime proposer receives from BCRTA OR CITY. The prime proposer agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's 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 BCRTA OR CITY. This clause applies to both DBE and non-DBE subcontractors.

When applicable, the BCRTA OR CITY may use the following mechanisms to ensure prompt payment.

1. Language providing that prime proposers and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.
2. Language providing that prime proposers will not be reimbursed for work performed by subcontractors until the prime proposer ensures that the subcontractors are paid promptly for work they have performed.
3. Enforcement of public funds liens law and use of a similar mechanism for nonpublic improvement projects.
4. Other applicable mechanisms as necessary.

#### M. Environmental Violations

Contractor agrees to comply with all applicable standards, orders, or requirements issued under

#2020-014 Architecture and Engineering Services for the Chestnut Street Multimodal Shared Services Facility & City of Oxford Passenger Rail Platform

Section 306 of the Clean Air Act, 42 USC (1857(h); Section 508 of the Clean Water Act, 33 USC 1368; Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Proposer shall report violations to FTA and to the U.S. EPA Assistant Administrator.

#### N. Energy Conservation

The proposer agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### O. Debarment and Suspension

The proposer agrees to comply with U.S. Department of Transportation regulations, "Government Debarment and Suspension (Non-procurement)", 49 CFR Part 29, and otherwise comply with the requirements of those regulations. This includes the requirement of the proposer to submit the Certification of Primary proposer Regarding Debarment, Suspension, and Other Responsibility Matter for all projects when the total aggregate value of the Contract exceeds \$100,000 and to submit a Certification of Lower Tier Participation Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusions for each subcontractor which will have a financial interest in this Project which exceeds \$25,000 or will have a critical influence on or a substantive control over the Project.

BCRTA OR CITY will not make payment to the proposer or subcontractor which 1) does not comply with this contract provision or 2) is not in compliance with the above-cited federal requirements or 3) fails to sign and agree to the language in Government-Wide Debarment and Suspension Certification (Attachment F).

#### P. Breaches and Dispute Resolution

*Disputes* - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of BCRTA's Executive Director or City Manager in cases pertaining to the CITY. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the proposer mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the proposer shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the proposer and the proposer shall abide by the decision.

*Performance During Dispute* - Unless otherwise directed by BCRTA OR CITY, proposer 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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

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

*Rights and Remedies* - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the BCRTA OR CITY, or proposer 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.

#### Q. Safe Operation of Motor Vehicles

Seat Belt Use: The proposer is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the proposer or AGENCY.

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

#### R. Veterans Employment

Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that proposers working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

#### S. Seismic Safety

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

#### T. Recycled Products

Recovered Materials - The proposer 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.

#### U. Fly America

The proposer agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S 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.

The proposer shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. 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. The proposer agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

The proposer or offeror must submit to BCRTA OR CITY the appropriate Fly America certification with its Proposal or offer. Proposals or offers that are not accompanied by a completed Fly America certification will be rejected as nonresponsive.

## V. Privacy Act

The following requirements apply to the proposer and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) the proposer 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 proposer agrees to obtain the express consent of the Federal Government before the proposer or its employees operate a system of records on behalf of the Federal Government. The proposer 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.

(2) The proposer 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

**ATTACHMENT A – SUMMARY OF PROPOSAL REQUIREMENTS**

Failure to Submit Any of the Following Documents May Render Your Proposal  
Non-Responsive

Proposal Submission: Complete the following checklist indicating that the documents required for this proposal are enclosed.

- \_\_\_\_\_RFP Cover Page
- \_\_\_\_\_ Table of Contents
- \_\_\_\_\_ Qualifications & Capabilities
- \_\_\_\_\_ References and Related Experience
- \_\_\_\_\_ Technical Proposal – Multimodal Station & Shared Services Facility
- \_\_\_\_\_ Technical Proposal – Passenger Rail Platform
- \_\_\_\_\_ Attachment A – SUMMARY OF PROPOSAL REQUIREMENTS (this form)
- \_\_\_\_\_ Attachment C – Receipt of Addenda
- \_\_\_\_\_ Attachment D – Scope Checklist
- \_\_\_\_\_ Attachment E – Certification of Lobbying Restrictions
- \_\_\_\_\_ Attachment F – Certification of Government-Wide Debarment
- \_\_\_\_\_ Attachment G – Personal Property Tax Affidavit
- \_\_\_\_\_ Attachment J – DBE Good Faith Efforts
- \_\_\_\_\_ Attachment K – DBE Contractor Commitment
- \_\_\_\_\_ Attachment L – Evidence of DBE Certification
- \_\_\_\_\_ Bureau of Worker’s Compensation Certificate
- \_\_\_\_\_ Employer Liability Insurance Certificate
- \_\_\_\_\_ Commercial General Liability Insurance Certificate
- \_\_\_\_\_ Commercial Auto Liability Insurance Certificate
- \_\_\_\_\_ Proposer’s Warranty Information (as required)
- \_\_\_\_\_ Bid Bond (as required)
- \_\_\_\_\_ Attachment B - Price Proposal Form (SEALED SEPARATELY)

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*Authorized Signature* *Title*

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*Signature Name Printed* *Title Printed*

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*Company Printed* *Date*

#2020-014 Architecture and Engineering Services for the Chestnut Street  
Multimodal Shared Services Facility & City of Oxford Passenger Rail Platform

***ATTACHMENT B – PRICE PROPOSAL FORM (BID FORM)***

**See Excel Document on website.**

**ATTACHMENT C – RECEIPT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda to the Documents.

(Give number and date of each. Please submit with NA if no addendums issued)

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to this Request for Proposal, which will require rejection of the Proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

***ATTACHEMENT D – SCOPE CHECKLIST***

**See template on website**



## **ATTACHMENT E – CERTIFICATION OF LOBBYING RESTRICTIONS**

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_ Signature of Contractor's Authorized Official

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

\_\_\_\_\_ Date

*Firms that engage in lobbying must submit [Standard Form LLL](#) in addition to this certification*

**ATTACHMENT F – GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

**2 CFR part 180  
2 CFR part 1200  
2 CFR § 200.213  
2 CFR part 200 Appendix II (I)  
Executive Order 12549  
Executive Order 12689**

**Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

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

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

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

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

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

Company Name: \_\_\_\_\_

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

**ATTACHMENT G - PERSONAL PROPERTY TAX AFFIDAVIT**

**(O.R.C. 5719.042)**

The person making a proposal shall submit to the BCRTA Executive Director a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the proposal was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Manager of Administration to the county treasurer within thirty (30) days of the date it is submitted.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The undersigned being first duly sworn states that he/she is (check one):

- the proposer OR  the duly-authorized representative of the proposer

to whom a contract pursuant to Invitation for Proposal No. 2020-015 for LEGAL SERVICES was awarded; and further states that, at the time the proposers' proposal was submitted (check and complete as required):

proposer was not charged with any delinquent personal property taxes on the general tax list of personal property of \_\_\_\_\_  
(County, State)

proposer was charged with delinquent personal property taxes on the general tax list of personal property of as follows: \_\_\_\_\_  
(County, State)

\$ \_\_\_\_\_ in due and unpaid delinquent taxes

\$ \_\_\_\_\_ in due and unpaid penalties and interest thereon

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

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

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

Company: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of

, \_\_\_\_\_ 20\_\_\_\_ .

## **ATTACHMENT J - DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS**

### **PART 1: GUIDELINES**

On DOT-assisted projects that have an established DBE Contract Goal or establish a DBE Participation expectation (no specific contract goal), the Prime Contractor must make sufficient Good Faith Efforts ("GFEs") to meet the goal or expectation. The Prime Contractor can meet this requirement in either one or two ways. First, the Prime Contractor can meet the requirement with sufficient DBE participation. Second, the Prime Contractor can document adequate GFEs to meet the DBE requirement on the project. Both ways require review and approval. CFR Title 49, Part 26, Appendix A, states that determination concerning the sufficiency of the Prime Contractor's GFEs is a judgement call and using quantitative formulas is not permitted to make the determination.

### **Demonstration of GFEs**

A Prime Contractor must show that it took all necessary and reasonable steps to achieve a DBE goal which could reasonably be expected to obtain sufficient DBE participation, even if it was not successful. The documentation should reflect that the Prime Contractor was actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not an acceptable demonstration of a Prime Contractor's GFEs in meeting the DBE requirements.

A Prime Contractor selecting portions of work to be performed by DBEs will increase the likelihood that the DBE requirements will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (i.e. smaller tasks or quantities) to facilitate DBE participation, even when the Prime Contractor might otherwise prefer to perform these work items with its own forces.

### **Documentation of GFEs**

Evidence of GFEs should include, but are not limited to, a list of names, a number of contact attempts, how firms were contacted (i.e. copies of e-mail, letters, etc.), addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached for DBEs to perform the work. Please note that documentation provided may be subject to audit.

### **Additional Considerations**

The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Prime Contractor's failure to meet the contract DBE requirement, as long as such costs are reasonable.

The ability or desire of a Prime Contractor to perform the work of a contract with its own organization does not relieve the Prime Contractor of the responsibility to make GFEs.

Prime Contractors are not required to accept higher quotes from DBEs if the price difference is excessive or unreasonable. It should be noted that excessive or unreasonable will be evaluated on a case by case basis while reviewing the Prime Contractor's total GFEs submittal.

In the event of a substitution or a replacement of a DBE on a project, a Prime Contractor's inability to find a replacement DBE at the original price is not alone sufficient to demonstrate GFEs.

Prime Contractors should select DBE firms that have been DBE certified with the proper NAICS codes for the work the DBE will be performing. Conversely, DBE firms should not commit to work that they do not have the proper NAICS codes to perform.

**PART 2: DBE UNAVAILABILITY CERTIFICATION**

\_\_\_\_\_  
*(Affiant)* \_\_\_\_\_ *(Date)*  
of \_\_\_\_\_

\_\_\_\_\_  
*(Prime or General Bidder)*

certify that prior to the bid opening date, I contacted the following DBE contractors to obtain a bid/proposal for services/supplies necessary to be performed on RFP-2020-014.

**Disadvantaged Service/Supplies**

Date	Contractor <i>(Must be DBE)</i>	Item(s) Sought <i>(i.e., Unit Price, Material &amp; Labor, Labor Only, etc.)</i>

Attach a detailed narrative of efforts made to involve disadvantaged contractors, subcontractors, & suppliers as suggested in Attachment J, Part 1.

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

To the best of my knowledge and belief, said disadvantaged contractor(s) was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid/proposal for the following reasons:

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

Signature: \_\_\_\_\_  
*(Prime or General Contractor)*

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

\_\_\_\_\_ was offered an opportunity  
*(DBE firm)s*  
participate on the above identified Legal Notice on \_\_\_\_\_ by \_\_\_\_\_  
*(date)* *(Source)*

**ATTACHMENT K - DBE CONTRACTOR COMMITMENT**

**PART 1: DBE UTILIZATION**

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 a submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: \_\_\_\_\_

State Registration No. \_\_\_\_\_

By \_\_\_\_\_

*(Signature / Title)*

**PART 2: DBE PARTICIPATION CONFIRMATION**

Name of bidder/offeror's firm: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

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.

(Submit this page for each DBE subcontractor.)

**ATTACHMENT L - EVIDENCE OF DBE CERTIFICATION**

**AFFIDAVIT OF DISADVANTAGED BUSINESS ENTERPRISE**

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

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

I hereby declare and affirm that I am the \_\_\_\_\_  
(Title)

and duly authorized representative of \_\_\_\_\_  
(Name of Company)

whose address is \_\_\_\_\_

I hereby declare and affirm that I am a disadvantaged business enterprise and can be found listed in the Ohio Unified Certification Program (UCP) as AWP Vendor ID: \_\_\_\_\_

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

By: \_\_\_\_\_  
(Affiant) (Date)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me,

\_\_\_\_\_, known to me to be the person described in the foregoing affidavit acknowledged that he/she executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_ (SEAL)