

CENTRAL ARKANSAS TRANSIT AUTHORITY

REQUEST FOR QUALIFICATIONS No. 01-2009

FINAL DESIGN AND PROJECT MANAGEMENT

HEAT AND AIR CONDITIONING SYSTEM DESIGN AND ADDITIONAL ELECTRICAL CAPACITY

DUE AUGUST 10, 2009, NLT 2:00 PM CST

TABLE OF CONTENTS

PART I	5
DEFINITIONS.....	5
1.0 Singular, Plural, Gender and Definitions:	5
1.1 Additional Definitions:	5
PART II.....	7
SOLICITATION.....	7
2.0 Solicitation:	7
2.1 Submission of Proposal:.....	7
2.2 Request for Clarifications:	7
2.3 Proposal Opening:	7
2.4 Proposal Inquiries:	7
2.5 Proposal Requirements:	8
2.6 Proposal Format:.....	8
3.0 Deadline for Submission of Proposals:.....	9
3.1 Format:.....	9
3.2 Receipt of a Single Proposal:	9
3.3 Additional Information:	9
3.4 Debarment And Suspension Requirements Of Executive Order 2549:.....	9
3.5 Receipt Of Addenda:.....	10
3.6 RFQ Postponement and Amendment:	10
3.7 Conditions of Proposal:.....	10
3.8 Proposals and Proposal Modifications:.....	10
3.9 Proposal/Offer:	10
3.10 Waiver of Informalities & Proposal Rejection:	10
3.11 Proposal Withdrawal:.....	11
3.12 Announcement of Award and Award:	11
3.13 Authority to Submit and Perform Proposal:.....	11
3.14 Proposal Protests :.....	12
3.15 Approved Equals:	12
3.16 Prohibited Interest:.....	12
3.17 Interest of Members of or Delegates to Congress:	12
3.18 Restrictions on Lobbying:.....	13
3.19 Audit and Inspection:	13
3.20 Federal Requirements:	13
3.21 Buy America:.....	13
3.22 Cargo Preference:	13
3.23 Time is of the Essence:	13
PART IV.....	14
CONTRACT PROVISIONS	14
4.0 Change Orders:.....	14
4.1 Change Order Procedure:.....	14
4.2 Regulatory Changes:.....	14
4.3 Breach of Contract:.....	14
4.4 Disputes:.....	14

4.5 Termination for Default:	15
4.6 Termination for Convenience:	15
4.7 Contractor Action:	16
4.8 Communications:	17
4.9 Contractor Responsibility:	17
4.11 No Federal Government Obligations to Third Parties:	17
4.12 False or Fraudulent Statements and Claims:	17
4.13 Maintenance of Records:	18
4.14 Audit and Inspection of Records:	18
4.15 Prohibited Interest – Contractor:	18
4.16 Prohibited Interest – Authority:	18
4.17 Interest of Members or of Delegates to Congress:	18
4.18 Non-Collusion Assurance:	19
4.19 Grant Contract:	19
4.20 Buy America:	Error! Bookmark
4.21 Cargo Preference:	Error! Bookmark
4.22 Indemnifications:	19
4.23 Unavoidable Delays:	20
4.24 Notification of Delays:	20
4.25 Request for Extension:	20
4.26 Equal Employment Opportunity:	20
4.27 Labor Provisions:	20
4.28 Insurance:	21
4.29 Payroll Records:	22
4.30 Subcontracts:	22
4.31 Disadvantaged Business Enterprises:	22
4.32 Non-Discrimination:	23
4.33 Americans with Disabilities Act:	24
4.34 Privacy:	25
4.35 Insurance and Bonding:	25
4.36 Patent Rights:	25
4.37 Contract Work Hours And Safety Standards:	25
4.38 Project Signs:	25
4.39 Environmental Protection, Clean Air and Water, Pollution Control	25
Clean Air and Water:	25
4.40 Energy Conservation:	26
4.42 Recycled Products:	26
4.43 Rights in Data:	26
4.44 Miscellaneous:	27
4.45 Incorporation of Federal Transit Administration (FTA) Terms:	28
PART V	29
SPECIAL REQUIREMENTS	29
AND	29
TECHNICAL SPECIFICATIONS	29
5.0 Background Information:	29

5.1 Qualifications of Contractor and Staff:	29
5.2 Prior Experience:	30
PART VI	31
EVALUATION PROCEDURE	31
6.0 Selection Committee:	31
6.1 Review of Proposals:	31
6.2 Evaluation Criteria:	31
6.3 Mandatory Elements:	31
6.5 Final Selection:	32
6.6 Right to Reject Proposals:	32
RESPONSE TO RFQ 01-2009	33
CERTIFICATE NUMBER ONE	36
ELIGIBLE BIDDER CERTIFICATION	36
RECEIPT OF ADDENDA	37
CERTIFICATION	37
CERTIFICATE NUMBER THREE	38
NON-COLLUSION ASSURANCE AFFIDAVIT	38
CERTIFICATE NUMBER FOUR DISADVANTAGED/WOMEN BUSINESS ENTERPRISE	40
CERTIFICATION	40
CERTIFICATE NUMBER FIVE	41
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	41
CERTIFICATE NUMBER SIX	42
CERTIFICATION OF RESTRICTIONS ON LOBBYING	42

PART I DEFINITIONS

1.0 Singular, Plural, Gender and Definitions:

Any word contained in the text of this Request for Proposals shall be read as the singular or the plural and as the masculine, feminine or neuter gender, all as may be applicable in the particular context. More specifically, however, for the purposes of this Request for Proposals, the following words shall have the meanings attributed to them in this Section:

- a) **"Authority"** means the Central Arkansas Transit Authority, an Arkansas public transit corporation.
- b) **"Contract Documents"** means the document, including all exhibits attached thereto and/or incorporated therein by reference, which evidences the obligation of the Authority and the Contractor resulting from this RFQ .
- c) **"Contractor"** means a person, natural or artificial, who is or may be awarded a contract hereunder.
- d) **"FTA"** means the Federal Transit Administration.
- e) **"Proposal"** means the offer and response made to this RFQ by a Proposer.
- f) **"Proposal Opening Date"** means the published due date, not later than **August 10, 2009 not later than 2:00 p.m. Central Standard Time.**
- g) **"Proposer"** means the person, natural or artificial, submitting a Proposal in response to this RFQ .
- h) **"RFQ " and/or "Request for Proposals"** means this Request.
- i) l) **"Submission Deadline"** means the published due date, **August 10, 2009, not later than 2:00 p.m. Central Standard Time.**
- j) **"US DOL"** means the United States Department of Labor.
- k) **"US DOT"** means the United States Department of Transportation.

1.1 Additional Definitions:

For the purposes of this Request for Proposals, the following words shall have the meanings attributed to them in this Section:

- a) **"Authority's Address"** means 901 Maple Street, North Little Rock, Arkansas, 72114.

b) **"Authority's Administration Building"** means the Administration building situated at the Authority's Address.

c) **"Authority's Maintenance Building"** means the Maintenance building situated at the Authority's Address.

PART II SOLICITATION

2.0 Solicitation:

The Authority is soliciting Proposals Final Design to replace the existing HVAC system at CATA administrative office building (901 Maple Street, North Little Rock). The building is approximately 18 years old and the current ductwork configuration must be redesigned to more effectively and efficiently deliver heating and air conditioning throughout the building. In addition, the bidder should be prepared to make recommendations on the replacement HVAC unit size and location. Another requirement of this Request for Qualifications is to examine the existing electrical circuitry and made recommendations for ways to expand available electric capacity (ie., additional electrical outlets, etc.)

2.1 Submission of Proposal:

Five copies of proposals must be delivered to the Authority, postage prepaid if mailed, to the Authority's Address in a sealed envelope with the words "**RFQ 01-2009 Response Proposal Enclosed**" prominently marked on both sides of the envelope. All Proposals must be submitted to the Authority in accordance with the provisions hereof on or before the Submission Deadline. No Proposal submitted after the Submission Deadline will be considered.

2.2 Request for Clarifications:

Any request for clarifications must be in writing or email (swilliams@cat.org) and submitted by the Bidder to the Authority not later than June 1, 2009, 2009.

2.3 Proposal Opening:

Proposals submitted to the Authority in accordance with the requirements hereof shall be evaluated by the Authority. The Authority's Board of Directors will make the final selection.

It is anticipated the selection of a Contractor will be completed by June 17x, 2009. Following the notification of the selected firm it is expected that a contract will be executed between both parties by July 1, 2009.

PLEASE BE ADVISED that the contents of each Proposal, including documents marked proprietary, shall be made public.

2.4 Proposal Inquiries:

All proposals and inquiries regarding this RFQ should be directed in writing to: Sharon Williams, Grants and Procurement Manager.

2.5 Proposal Requirements:

The purpose of the proposal is to demonstrate the qualification, competence and capacity of the Contractors seeking to provide AE services to the Authority. As such, the qualifications of the bidder will be the deciding factor in the selection of the successful bidder. The proposal should demonstrate the qualifications of the Contractor and of the particular staff to be assigned to this engagement. The proposal must address all the points outlined in the RFQ , and should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFQ . While additional data may be presented, the items in Part V must be included. These items represent the criteria against which the proposal will be evaluated.

THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

2.6 Proposal Format:

All proposals must consist of a master copy (so marked) of the Proposal and six (6) copies to include the following:

- a) Title Page - Containing the Contractor's name, the name, address and phone number of a contact person, and the date of the proposal.
- b) Table of Contents.
- c) Transmittal Letter - Stating the Contractor's understanding of the work to be done, and a statement of why the Contractor believes itself to be best qualified to perform the engagement.
- d) A detailed proposal which follows the order set forth in Part V of this RFQ .

PART III GENERAL REQUIREMENTS

3.0 Deadline for Submission of Proposals:

All Proposals received by the Authority prior to the Submission Deadline shall be kept securely sealed. Any Proposal submitted to the Authority in an unsealed envelope may be considered non-responsive and may be rejected. Any Proposal received after the Submission Deadline will not be opened and/or considered for award.

3.1 Format:

Proposals must be submitted to the Authority in conformity with the format and requirements hereof. Proposals submitted to the Authority in any other format may be considered non-responsive and may be rejected. Any erasures, emendations, corrections, interlineations, alterations or other changes appearing on the Proposal must be initialed by the person executing the Proposal.

3.2 Receipt of a Single Proposal:

In the event only one Proposal is received, or in the event of an apparently unbalanced Proposal, the Proposal may be considered for evaluation based on the established criteria, and the Authority may determine the reasonableness of the Proposal price through any appropriate means, including, but not limited to, price and cost analysis. A price analysis involves examining the Proposal and evaluating a prospective price without evaluating the separate cost elements. If only one Proposal is so received and the Authority determines that a price or cost analysis is needed, the sole Proposer shall cooperate with the Authority, as necessary, in order for its Proposal to be considered or the Proposer may at its option withdraw its Proposal.

3.3 Additional Information:

The Authority reserves the right to require that a Proposer submit additional and further information or explanation to aid the Authority in considering the Proposal. At the discretion of the Selection Committee, Contractors submitting proposals may be requested to make oral presentations as part of the evaluation process.

3.4 Debarment And Suspension Requirements Of Executive Order 12549:

Any Proposal submitted hereunder shall include Certification Number One attached hereto, executed by the Proposer, that the Proposer, the employees of the Proposer and the subcontractors of the Proposer are not on the Comptroller General's list of ineligible Contractors. If any of the foregoing persons appear on the Comptroller General's list of ineligible Contractors the Proposer will be considered ineligible.

WARNING: ANY PROPOSAL THAT DOES NOT INCLUDE THE CERTIFICATE REQUIRED BY THIS SECTION SHALL BE CONSIDERED NON-RESPONSIVE.

3.5 Receipt Of Addenda:

Any Proposal submitted hereunder shall include Certification Number Two attached hereto, executed by the Proposer, representing that the Proposer has received and read all Addenda described hereon.

WARNING: ANY PROPOSAL THAT DOES NOT INCLUDE THE CERTIFICATE REQUIRED BY THIS SECTION SHALL BE CONSIDERED NON-RESPONSIVE.

3.6 RFQ Postponement and Amendment:

The Authority reserves the right to revise or amend this RFQ at any time up to or until the Submission Deadline. All revisions and amendments shall be in writing and copies thereof either mailed or transmitted by facsimile to all persons who pickup or received the RFQ . The Submission Deadline and the Proposal Opening Date may be extended at the sole discretion of the Authority.

3.7 Conditions of Proposal:

Any Proposal submitted in response to this Request for Proposals and any purchase orders and/or contracts awarded or resulting therefrom shall be subject to the terms, provisions, instructions and conditions hereof and any subsequent amendments, modifications, addendums, supplements and/or changes thereto.

3.8 Proposals and Proposal Modifications:

All documents, data, materials and information submitted by the Proposer to the Authority, whether accompanying the Proposal originally or subsequently submitted and all emendations and modifications made to the Proposal shall be deemed to constitute a part of the Proposal.

3.9 Proposal/Offer:

Each Proposal submitted by a Proposer is deemed to be an offer made by and binding upon the Proposer and the Authority may, in its sole discretion, accept the offer as stated in the Proposal, with or without further negotiations, and, upon such acceptance by the Authority, Proposer covenants and agrees that it is bound and obligated to fully perform in accordance with the terms and provisions of its Proposal as accepted.

3.10 Waiver of Informalities & Proposal Rejection:

The Authority reserves the right to waive any informality or irregularity in any Proposal it receives which in the Authority's sole discretion do not prejudice other persons. Further the Authority reserves the right to reject any and all Proposals submitted. Conditional Proposals or those Proposals submitted which take exception to the provisions hereof will be considered as non-responsive and will be rejected.

3.11 Proposal Withdrawal:

Proposals may be withdrawn upon the written request of the Proposer, if received by the Authority at any time up to (but not on or after) the Submission Deadline. If a Proposal is withdrawn in the manner and within the time prescribed herein, then any bond or certified check delivered with the Proposal shall likewise be returned to the Proposer. After the Proposal Opening Date, all Proposals received by the Authority shall be binding upon the Proposer and shall remain and be in full force and effect for a period of at least 90 days.

3.12 Announcement of Award and Award:

The Proposal which is deemed and determined by the Authority's Selection Committee, in its sole discretion, to be the most responsive and responsible Proposal, complying with all of the conditions hereof, shall be accepted by the Authority, unless all Proposals are rejected. The Authority shall announce which Proposal it has accepted, or that all Proposals have been rejected, in writing addressed to each person submitting a Proposal.

3.13 Authority to Submit and Perform Proposal:

If the Proposal is submitted by a natural or artificial person, doing business under a trade name, an assumed name or a fictitious name, then the Proposal shall so state. If the Proposal is submitted by a Partnership or Joint Venture, then, in addition to the name of the Partnership or the Joint Venture and the address of the Partnership or Joint Venture, then the full name and address of each Partner of the Partnership or Joint Venturer of the Joint Venture shall be stated in the Proposal and the Proposal must be executed by each Partner of the Partnership or Joint Venturer of the Joint Venture, as applicable. If the Proposal is submitted by a Limited Partnership, then (i) the full name and address of each General Partner and Limited Partner shall be stated in the Proposal, (ii) evidence of the General Partner's authority to act for and bind the Limited Partner shall be included in and with the Proposal, (iii) evidence of registration as a foreign limited partnership in Arkansas shall be included in and with the Property and (v) the Proposal shall be executed by the duly authorized General Partner(s). If the Proposal is submitted by a corporation or limited liability company, then (i) a certificate of good standing from the Secretary of State of Arkansas shall be included in and with the Proposal, (ii) a certified copy of the resolution authorizing the execution of the Proposal in the name of the corporation or limited liability company shall be included in and with the Proposal, and (iii) the proposal shall

be executed by the duly authorized officer of the corporation or limited liability company.

3.14 Proposal Protests :

A Proposer may seek FTA review of the Authority's acceptance of a Proposal. Requests for such review must be in writing and received by FTA not less than 10 calendar days before the Proposal Opening Date. Requests for FTA review received less than 10 calendar days before the Proposal Opening Date will not be considered. A Proposer must inform the Authority that it is seeking FTA review of the award and concurrently send a copy of the request for review to the Authority. The Authority must furnish FTA a copy of all previous correspondence and other documentation pertaining to the Proposer's request for FTA review. In conducting its review, FTA will consider only the correspondence and documentation provided by the Authority and the Proposer as well as any additional information obtained through specific requests to the Authority, Proposer, or other third party.

Upon receipt of notice that a request for review has been submitted to FTA, the Authority must immediately contact the appropriate FTA official to determine if the Proposal Opening Date should be postponed. If the Proposal Opening Date is postponed, the Authority must notify all prospective Proposers who have been furnished a copy of the RFQ that a request for review has been filed with FTA and that the Proposal Opening Date is postponed until FTA has issued its decision. Upon receipt of FTA's decision, the Authority must issue an amendment rescheduling the Proposal Opening Date or announcement other appropriate action.

A request for review to FTA may be withdrawn at any time before FTA has issued its decision. FTA will notify the Authority if a Proposer withdraws a request for review.

**3.15 Approved Equals:
RESERVED**

3.16 Prohibited Interest:

No employee, officer, director or agent of the Authority shall participate in the selection, and/or award or administration of a contract resulting from this RFQ if a conflict of interest, real or apparent, would be involved. The Authority's directors, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from any Proposer.

3.17 Interest of Members of or Delegates to Congress:

In accordance with 41 U.S.C. §22, no member of or delegate to the United States Congress shall be admitted to any contract resulting from this RFQ or derive any benefit therefrom.

3.18 Restrictions on Lobbying:

The Authority and Bidder agree to comply with 31 U.S.C. § 1352, which prohibits the use of Federal funds for lobbying any official or employee of any Federal agency, or member or employee of Congress. In addition, even though the Authority and Bidder use no Federal funds for lobbying, the Authority and Bidder also agree to disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with Federal assistance, and to comply with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20. A Certificate on Restrictions on Lobbying attached hereto must be completed, executed by the Bidder and submitted with each Bid. A Bid which does not include the Restrictions on Lobbying Certificate will be considered non-responsive.

3.19 Audit and Inspection:

By submission of a Proposal hereunder the Proposer agrees that the Authority, the Comptroller General of the United States, or any of their duly authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all of its work, materials, payrolls, and other data and records with regard to the Proposer's performance of this RFQ and audit the books, records and accounts in regard thereto. Further, the Proposer shall maintain all records required hereunder and by any applicable laws, rules and regulations for at least three years from the termination date of the RFQ .

3.20 Federal Requirements:

All Proposers understand that Federal laws, regulations, policies, and related administrative practices (hereinafter referred to as the "Federal Requirements") applicable to this RFQ may be modified from time to time. By submission of a Proposal hereunder all Proposers agree that the most recent of such Federal Requirements will govern the administration of this RFQ at any particular time.

3.21 Buy America:

The solicitation and the resulting contract are subject to the Buy America requirements of 49 U.S.C. 5323(j) and the Federal Transit Administration's implementing regulations found at 49 CFR Part 661. These regulations require, as a matter of responsiveness, that the bidder submit with its offer a completed certification in accordance with Part 661.6 or 661.12 as appropriate.

3.22 Cargo Preference: RESERVED

3.23 Time is of the Essence:

Time is of the Essence of this RFQ and all provisions hereof.

PART IV CONTRACT PROVISIONS

By submission of a Proposal, pursuant to the terms and provisions hereof, the Proposer covenants and agrees that the following provisions shall be made a part of any Contract Documents resulting herefrom:

**4.0 Change Orders:
RESERVED**

**4.1 Change Order Procedure:
RESERVED**

**4.2 Regulatory Changes:
RESERVED**

4.3 Breach of Contract:

If the Contractor shall fail, refuse or neglect to fully comply with the terms and provisions hereof, such a failure, refusal or neglect shall be deemed a breach of this Contract, and the Authority may, in its discretion, pursue any and all of its lawful remedies.

4.4 Disputes:

Except as otherwise provided for in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement of the Contractor and the Authority, shall be decided by the Executive Director of the Authority, who shall reduce this decision to writing, and mail or otherwise deliver a copy of same to the Contractor within twenty (20) days after the dispute is submitted for determination. The decision of the Executive Director of the Authority shall be final and conclusive upon the parties hereto, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this Section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contractor's obligations under the Contract and in accordance with the Executive Director's decision, unless the Contractor, in good faith, believes that continued performance will adversely affect the safety of the product or services being supplied hereunder or have significant impact on the Contractor's production schedule. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above, provided, that nothing in this Contract shall be construed as making final the decision of any administrative official, representative or board on the question or law. On

procurement items in which FTA funding is involved, the Contractor shall be aware of protest procedures with the FTA Regional Offices.

4.5 Termination for Default:

The Authority, by written notice, may terminate this Contract, in whole or in part, if the Contractor fails or refuses to perform any of the provisions hereof within the time and in the manner specified herein and/or any extensions thereof or if the Contractor fails to make progress in the performance of the Contractor's obligations hereunder so as to endanger performance of this Contract in accordance with its terms and, in either of said events, the Contractor does not cure such failure to so perform within a period ten (10) days after receipt of notice of default from the Authority. If the Contract is terminated in whole or in part for default, the Authority may procure upon such terms and in such manner as the Authority may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Authority for any excess costs for such similar supplies or services and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies or services delivered to, performed for, and accepted by the Authority shall be at the contract price. The Authority may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Authority determines to be necessary to protect the Authority against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Authority.

The rights and remedies of the Authority provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

4.6 Termination for Convenience:

The Authority, by written notice, may also terminate this Contract, in whole or in part, if it is in the best interest of the Authority as determined, from time to time, by the Authority in its sole discretion. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which the performance of work under the Contract is terminated and the date upon which such termination shall be effective. If this Contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with its auditable cost to point of notification of terminations and its cost incurred pursuant to and in compliance with Section 4.7 below. To the extent that this Contract is for services and is so terminated, the Authority will be liable only for payment in accordance with the payment provision of this Contract for services rendered to the effective date of termination.

4.7 Contractor Action:

After receipt of a notice of termination, and except as otherwise directed by the Authority, the Contractor shall: (i) Stop work under the Contract on the date and to the extent specified in the notice of termination; (ii) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (iv) Assign to the Authority in the manner, at the times, and to the extent directed by the Authority, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which the Authority shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authority, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause; (vi) Transfer title to the Authority and deliver in the manner, at the times, and to the extent, if any, directed by Authority the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Authority; and (vi) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Authority, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Authority, and provided further, that the proceeds of any such transfer of disposition shall be applied in reduction of any payments to be made by the Authority to the Contractor under this Contract, or shall otherwise be credited to the price or cost of the work covered by this Contract, or paid in such other manner as the Authority may direct, for the protection or preservation of the property related to

this Contract which is in the possession of the Contractor and in which the Authority has or may acquire an interest.

4.8 Communications:

In cases where communication is required between Contractor and the Authority, such as further information, furnishing of specifications, or obtaining approval of proposed work, such communications from Contractor shall be forwarded directly to the Executive Director of the Authority. Communications shall be in writing and delivered personally, by facsimile (fax) or telegram, or by regular, registered, or certified mail. Telephone calls may be used to expedite communications, but shall not be official communications unless confirmed in writing. Communications shall be considered received at the time actually received the addressee or designated agent.

4.9 Contractor Responsibility:

In case of any variance, this specification shall take precedence over Contractor's or subcontractor's own specification. The Contractor shall assume responsibility for all materials and services used, whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company. In case of the replacement of a subcontractor, the Contractor shall, within five (5) days, notify the Authority in writing of the replacement and provide name, address, telephone number, and the type of service.

4.10 Federal Changes:

The 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 (2) dated October, 1995) between the Authority and FTA, as they may be amended or promulgated from time to time.

4.11 No Federal Government Obligations to Third Parties:

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to the Contractor in connection with the performance of the project described in the contract.

4.12 False or Fraudulent Statements and Claims:

The Contractor acknowledges and agrees as follows:

(1) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 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 the Project. The Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Authority reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Authority in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Authority reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Authority deems appropriate.

4.13 Maintenance of Records:

The Contractor shall at all times maintain reasonable records relating to the performance of this Contract. Such records shall be in conformity with the generally accepted accounting principals. Records shall be available to the Authority and its representative(s).

4.14 Audit and Inspection of Records:

The Contractor shall permit the Authority, the authorized representative of the Authority, the United States Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under the contract. The Contractor and its suppliers shall maintain records concerning minority/disadvantaged business enterprises for a period of three (3) years after completion of the contract.

4.15 Prohibited Interest – Contractor:

The Contractor warrants and represents that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services, required to be performed under this Contract. The Contractor further warrants and represents that in the performance of this Contract, it shall not employ any person with such interest.

4.16 Prohibited Interest – Authority:

No member, officer, or employee of the Authority, or of a local public body during their tenure, or for one (1) year thereafter, or organization which employees, or is about to employ any of the above, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

4.17 Interest of Members or of Delegates to Congress:

In accordance with 41 U.S.C. § 22, no member of or delegate to the United States Congress shall be admitted to any contract resulting from this RFQ or derive any benefit therefrom.

4.18 Non-Collusion Assurance:

The Contractor warrants, by sworn affidavit, executed by a duly authorized officer, that neither it, nor its agents, nor any other party on its behalf, has paid or agreed to pay, directly or indirectly, any person, firm, or corporation any money or valuable consideration for assistance in procuring or attempting to procure this Contract, and further, that no such money or reward will be hereinafter paid. This affidavit is attached hereto as Certificate Number Three.

4.19 Grant Contract:

The services and/or product described herein is to be purchased with the assistance of a Grant from the Federal Government under the Federal Transit Administration Act of 1964. The Contractor shall be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States of America and the Authority.

4.22 Indemnifications:

(a) The Contractor covenants and agrees with the Authority that it shall defend, indemnify, save and hold harmless the Authority, its agents, officers, directors and employees of, from and against any and all suits, proceedings, claims, causes of action, awards (including any punitive awards), damages (including any claim for property damage and/or injury to persons, including death and disease), decrees, judgments, liabilities, losses, demands and any and all costs, expenses, attorney's fees and any fees, charges and expenses of any expert witnesses or professionals incurred by the Authority, its agents, officers, directors and employees (including any such costs, expenses, fees and charges incurred in the enforcement of this indemnification) arising out of, resulting from, related to or in any way connected to: (i) the Contractor's acts or omissions, including acts or omissions of its employees, servants and agents, (ii) the performance by the Contractor, its employees, servants and agents of the Contractor's obligations hereunder, (iii) the violation by the Contractor, its employees, servants and agents of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished hereunder, (iv) the violation by the Contractor, its employees, servants and agents of any federal, state or local laws and regulations applicable to or relating to this Contract and (v) any alleged infringement of the United States Letters Patent or patent laws, regulations and rules covering any product, materials, supplies or equipment to be furnished hereunder.

(b) In any and all claims against the Authority or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for the Contractor, or any subcontractor

under workers compensation acts, disability benefit acts or other employee benefit acts.

**4.23 Unavoidable Delays:
RESERVED**

**4.24 Notification of Delays:
RESERVED**

**4.25 Request for Extension:
RESERVED**

4.26 Equal Employment Opportunity:

The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to insert the foregoing provision, modified as necessary to identify the affected parties, in each third party contract implementing this procurement, except third party contracts for standard commercial supplies, raw materials, or construction, and shall require each third party contractor to insert a similar provision in each subcontract, except subcontracts for standard commercial supplies, raw materials, or construction.

4.27 Labor Provisions:

To the extent applicable, the Contractor agrees to comply with USDOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act), 29 C.F.R. Part 5, and agrees to incorporate into each federally-assisted nonconstruction contract of \$2,500 for the Project, clauses, modified as necessary to identify the affected parties, required by 29 C.F.R. § 5.5. Furthermore, the Contractor agrees as hereinafter stated:

(a) Overtime-Requirements: No Contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work, to work in excess of eight hours in any calendar day, or in excess of forty hours in

such work week, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day, or in excess of forty hours in such work week, whichever is greater.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of eight hours, or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

(c) Withholding or Unpaid Wages and Liquidated Damages: USDOT or the Authority shall, upon its own action, or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally assisted contract, subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

4.28 Insurance:

At all times during the term of the Contract, the Contractor shall purchase and maintain the following insurance coverages at a minimum:

(a) Comprehensive general public liability on an occurrence basis and property damage insurance, including but not limited to, premises and operations coverage with X, C and U exclusions deleted, if applicable, owners and contractors protective coverage; product and completed operations coverage, broad form property damage coverage including completed operations, blanket contractual liability insurance, personal injury coverages, and contingency liability coverages, protecting and indemnifying the Authority and others designated by the Authority against any and all claims (including all costs and expenses of defending against same) for bodily injury, sickness, disease or death or for damage or injury to or destruction of property (including loss of use) arising out of the Contractor's performance of its obligations under the Contract, the limits of which insurance shall be not less than Five Hundred Thousand Dollars.

(b) Worker's compensation insurance and employer's liability insurance with a minimum limit of Five Hundred Thousand Dollars covering all liability imposed under the provision of any worker's compensation law, employer's liability act or similar laws of the State of Arkansas that may at any time or from time to time be enacted.

(c) Business Auto Liability Insurance in the amount of Five Hundred Thousand Dollars combined single limits for bodily injury and/or property damage liability including, (i) owned autos, (ii) hired or borrowed autos, and (iii) non-owned autos.

(d) Blanket Fidelity Bond Insurance in the amount of One Hundred Thousand Dollars on each and every employee of the Contractor.

(e) Insurance company certificates evidencing the existence of all of these policies of insurance shall be delivered to the Authority and all policies of insurance required to be provided and obtained hereunder shall show the Authority as an additional insured and provide that they shall not be amended or canceled on less than 30 days prior written notice to the Authority and all insureds and beneficiaries of the policies.

4.29 Payroll Records:

The Contractor and any subcontractor shall maintain payrolls and basic payroll records during the course of the work, and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Authority, USDOT, the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

4.30 Subcontracts:

The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in Section 4.26, 4.27, and 4.31 through 4.33, as well as a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor within these clauses.

4.31 Disadvantaged Business Enterprises:

The Contractor agrees to comply with current US DOT regulations on participation of DBE's, as defined in 49 CFR part 23, in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure

that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT-assisted contract.

4.32 Non-Discrimination:

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

(a) Compliance with Regulations: The Contractor agrees to and shall comply with the Title VI of the Civil Rights Act of 1964, 42 USC §2000d and the Regulations relative to nondiscrimination in federally assisted programs of the Authority (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).

(b) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor 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.

(c) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor 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 Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

(d) Information and Reports: The Contractor 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 Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, which is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate including, but not limited to: (i) withholding of payments to the Contractor under the Contract until the Contractor complies; and/or (ii) cancellation, termination or suspension of the Contract, in whole or in part.

(f) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (a) through (e) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

(g) The Contractor shall take such action with respect to any subcontract or procurement as the Authority or the Federal Transit Administration may direct, as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

4.33 Americans with Disabilities Act:

The Contractor agrees to comply with, and assure that any of its subcontractors hereunder complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and the following regulations and any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

4.34 Privacy:

If the Contractor, or its employees administers any system of records on behalf of the Federal Government, the Contractor agrees to comply with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a, (the Privacy Act). The Authority agrees to obtain the express consent of the Government before it or its third party contractors, subrecipients, or their employees operates a system of records on behalf of the Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act may result in termination of the procurement.

4.35 Insurance and Bonding:

At a minimum, the Contractor agrees to comply with FTA regulations, "Project Management Oversight," 49 C.F.R. Part 663, and any revision thereto.

4.36 Patent Rights:

RESERVED

4.37 Contract Work Hours And Safety Standards:

RESERVED

4.38 Project Signs

RESERVED

4.39 Environmental Protection, Clean Air and Water, Pollution Control

All facilities and equipment utilized by Contractor in the performance of this Contract shall be designed and equipped to prevent or control air pollution in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1990. If multiple air pollution regulations are in force, the more restrictive criteria shall govern. The Contractor and any suppliers shall submit evidence to the Authority that the governing air pollution criteria will be met, and that facilities used for manufacture of the vehicles are not included on the EPA List for Violating Facilities. Violations shall be reported to the Regional Office of the Environmental Protection Agency and to the FTA Regional Office.

Clean Air and Water:

The Contractor agrees:

- a) In the performance of the contract to comply with all the requirements of Section 114 of the Clean Air Act, 42 USC 7414,

and Section 308 of the Clean Water Act, 33 USC 1318, relating to inspection, monitoring, entry, reports, and information, as well as other requirement specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued to implement those acts before the award of this contract;

- b) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities for the duration of time the facility remains on the list unless and until the EPA eliminated the name of the facility from the listing;
- c) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed;
- d) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph; and
- e) To notify the Authority if a facility the Contractor intends to use is on the list of violating facilities or knows that it is recommended to be placed on the list.

The bidder shall complete Certification of Clean Air and Water Compliance and submit it with their bid.

4.40 Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

4.42 Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

4.43 Rights in Data

The term “subject data” used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms, such as computer disks and printouts; and information retained in computer memory.

Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog identifications, and related information.

The following restrictions apply to all subject data first produced in the performance of this contract:

A: Except for its own internal use, the Authority or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Authority or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved release of such data to the public.

B. In accordance with 49 C.F.R. §18.34 and 49 C.F.R §19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for “Federal Government purposes,” any subject data or copyright. “Federal Government purposes” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.

C. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

4.44 Miscellaneous:

The parties hereto agree to the following provisions:

(a) This Agreement is entered into in the State of Arkansas and shall be construed and interpreted in accordance with its laws.

(b) Each party and counsel for each party have reviewed this Agreement and, accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. No inferences shall be drawn from the fact that changes have been agreed to herein from the prior Agreements.

(c) In the event one or more of the provisions (or portions thereof) of this Agreement is determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

(d) This Agreement contains all the terms and conditions agreed upon by the parties hereto with respect to the transactions contemplated hereby and all prior agreements whether written, verbal or arising by past practice, are

deemed to have merged into this Agreement. This Agreement shall not be amended, altered or modified except by written instrument signed by all of the parties.

(e) This Agreement shall be binding upon and inure to the benefit of the representatives, heirs, estates, successors and assigns of the parties hereto.

(f) Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than the parties hereto, their representatives, heirs, estates, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.

(g) Time is of the essence of this Agreement.

(h) This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(i) The waiver of any breach or condition of this Agreement by any party hereto shall not constitute a precedent for any subsequent waiver or breach of any condition and the Parties further agree that this Agreement terminates and renders inoperative and unenforceable all verbal agreements between the Parties hereto.

(j) The word employee, person, officer, representative and all personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders. Any word used herein stated in the singular shall include the plural, and vice versa. All titles and articles are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references herein to articles, paragraphs or subparagraphs hereof shall refer to the corresponding articles, paragraphs or subparagraphs of this Agreement unless a specific reference is made to such articles, paragraphs or subparagraphs of another document or instrument.

4.45 Incorporation of Federal Transit Administration (FTA) Terms:

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or to expressly set forth in the preceding contract provisions. All contractual provisions required by DOT as set forth in FTA Circular 4220.1E, dated June 19, 2004, and any subsequent updates or changes, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Central Arkansas Transit Authority requests which would cause Central Arkansas Transit Authority to be in violation of the FTA terms and conditions.

PART V SPECIAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

5.0 Background Information:

The Authority is an Arkansas Public Transit Corporation with perpetual succession, empowered to contract and to be contracted with, to sue and to be sued, to levy and collect taxes, to issue bonded indebtedness and authorized to acquire, own, operate, maintain, license and regulate a public mass transportation system in Central Arkansas. The exercise of these and other corporate powers and the performance of its said duties is declared to be public and governmental functions for a public purpose. Following the Authority's creation, all assets acquired by and responsibilities, interest and obligations under any Federal grants, were transferred to the Authority. The Authority presents its financial statements as if the transit system has been in continuous operation since 1972.

5.1 Scope of Services To Be Rendered:

The AE shall provide the design for the replacement of the entire heating and air conditioning system, including ductwork, and design for adding adequate electrical capacity at the Administrative Facility in North Little Rock, Arkansas. AE is expected to provide Central Arkansas Transit Authority with an independent cost estimate of construction and HVAC service replacement. The design shall be based on a concept developed by the Central Arkansas Transit Authority and approved by the Central Arkansas Transit Authority Board of Directors. Design services shall include architectural, civil, structural, mechanical, and electrical and shall consist of the preparation of complete biddable plans and specifications. The AE shall assist CATA in receiving and evaluating the construction bids.

Current heating and air conditioning equipment was installed by Middleton Electric and is serviced by Middleton through a service agreement with the Central Arkansas Transit Authority.

5.2 Qualifications of Contractor and Staff:

In order to evaluate and select the most appropriate Contractor, each proposer must respond to the following:

- Brief company history

- Resumes for all project personnel assigned to this project that adequately outlines the education and experience of the project personnel,
- The percentage of time each is expected to spend on this project,
- Specific experience of project personnel related to this project.
- Explanation of the nature and extent of your familiarity and experience with the statutes and rules and regulations governing the practice of the technical professions required for this project.

5.3 Prior Experience:

Please provide a brief narrative describing other work performed relevant to this project within the last three (3) years. Each project must be listed separately. For each related project, the Contractor should indicate the scope of work, date, , the location of the Contractor's office from which the contract was performed, and the name and telephone number of the principal project contact (customer).

PART VI EVALUATION PROCEDURE

6.0 Selection Committee:

Proposals submitted will be evaluated by a Selection Committee appointed by the Executive Director. The Selection Committee may include the Executive Director and other persons both employed by the Authority or familiar with the operation and administration of the Authority.

6.1 Review of Proposals:

Each member of the Selection Committee will first evaluate each proposal's response to the criteria described in Section 5.2-5.4. The full Selection Committee will then convene to review and discuss the evaluations and to arrive at a ranking of the Proposals. The three (3) highest ranking Contractors may be contacted for further consideration.

6.2 Evaluation Criteria:

Proposals will be evaluated as to their responsiveness to the criteria specified in Section V Parts 5.2-5.4. Contractors must also meet the requirements described below in Section 6.3.

The following criteria are presented to allow the Authority the ability to analyze proposals received on an equal basis and to afford all Proposers the opportunity to know the basis upon which their proposals will be evaluated.

Qualifications of Contractor and Key Staff	50%
Relevance of Experience	50%

COST IS NOT TO BE INCLUDED AS PART OF EITHER THE RFQ SUBMITTAL OR AS PART OF THE EVALUATION.

6.3 Mandatory Elements:

Proposals that fail to meet the following requirements may be deemed non-responsive:

- (1) The Proposer must be licensed in Arkansas.
- (2) The Proposer's professional personnel must have adequate recent experience and education
- (3) The Proposer's professional personnel must possess the requisite licenses which allow them to work in Arkansas.
- (4) The Proposer must have a record of quality work.

- (5) The Proposer adheres to the instructions in this request for proposals on preparing and submitting the proposal.
- (6) Adequacy of proposed staffing plan for various segments of the engagement.
- (9) Mandatory Certificates contained in this RFQ must be signed and submitted with the Bid.

6.4 Presentations:

At the sole discretion of the Selection Committee, three (3) finalists may be requested to make an on-site presentation and be interviewed.

6.5 Final Selection:

After the oral presentations, if required, each Selection Committee member will then rank the firms from first to third choice. The proposer receiving the most first place votes whose cost proposal is acceptable may be contacted regarding any potential area to be negotiated. If negotiations are determined not necessary, the first place proposer will then be recommended to the Authority's Board of Directors for award.

If negotiations are conducted and not successful with the first place proposer, then negotiations may be conducted with the next highest ranking proposer and so on down the line until negotiations are successful in producing a proposal that is found to be the most advantageous to the Authority, cost and all other factors considered.

The Authority reserves the right to contact Proposers regarding an interview, areas of concern, areas to be negotiated and/or request a best and final proposal. The Authority additionally reserves the right to award on the basis of initial proposals submitted without any negotiations or discussions if such action is deemed in the best interest of the Authority.

It is anticipated that a Contractor will be selected by August 25, 2009. Following notification of the Contractor, it is expected that terms of a contract will be agreed to by both parties, effective on a mutually agreed upon date. This contract will be contingent upon the selection of a Contractor by the Board of Directors.

6.6 Right to Reject Proposals:

Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this RFQ unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Authority and the firm selected.

The Authority reserves the right without prejudice to reject any or all proposals.

RESPONSE TO RFQ 01-2009

Insert Name of Proposer Here:

Insert the Business Address of
the Proposer:

Insert the Business and Fax
Number of the Proposer:

Insert the Name of the Person
completing this Proposal, who
will be treated as the contact
person for the Proposer

If the Proposer's Name inserted above is a trade name, an assumed name or fictitious name, please give proper full name of individual or entity conducting business under that name in the space provided immediately below:

If the Proposer is a general partnership or joint venture, please give the names and personal and business addresses of each partner and/or joint venturer in the space provided immediately below:

If the Proposer is a limited partnership, please give the names and addresses of the General Partner(s) and the limited partner(s) in the space provided

immediately below (Attach to this Proposal that documentation evidencing the General Partners authority to execute this Proposal and evidencing Registration with the Secretary of State of the State of Arkansas):

PLEASE NOTE IF MORE SPACE IS REQUIRED SIMPLY ATTACH SEPARATE PAGE WITH THIS ADDITIONAL INFORMATION.

If the Proposer is a corporation or a limited liability company, please attach to this Proposal (i) a certificate of good standing from the Secretary of State of Arkansas, (ii) a certified copy of the resolution authorizing the execution of the Proposal in the name of the corporation or limited liability company, and (iii) insure that the Proposal is executed by the duly authorized officer of the corporation or limited liability company.

PROPOSER NAME: _____

BY: _____

TITLE: _____

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**CERTIFICATE NUMBER ONE
ELIGIBLE BIDDER CERTIFICATION**

The Bidder warrants and represents that neither the Bidder, any of its employees or its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding thus Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph two (2) of this certification; and
- (4) Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

The person executing this certification further represents, warrants and affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understand that the provisions of 31 U.S.C. Sections 3801 Et Seq are applicable thereto.

BIDDER NAME

BY: _____

TITLE: _____

CERTIFICATE NUMBER TWO

**RECEIPT OF ADDENDA
CERTIFICATION**

The Bidder warrants and represents that it has received all Addenda (if any) issued by the Authority in connection with this Request for Qualifications.

BIDDER NAME

BY: _____

TITLE: _____

CERTIFICATE NUMBER THREE NON-COLLUSION ASSURANCE AFFIDAVIT

The undersigned, having first been duly sworn, on and under oath state and affirm as hereinafter stated:

1. That I am the person responsible for the final decision as to the price (s) and amount of this Bid or, if not, that I have written authorization, attached to this certification, from that person to make the statements sent forth below on his or her behalf and on behalf of the Bidder.
2. I further attest that:
 - (a) The price(s) and amount of this Bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other Contractor, bidder or potential bidder.
 - (b) Neither the price(s) nor the amount of this Bid has been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the Bid Opening Date.
 - (c) No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
 - (d) The Bid of this Bidder is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
 - (e) This Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
 - (e) This Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for this Bidder submitting a complementary bid, or agreeing to do so, on this project.
 - (g) I have made a diligent inquiry of all members, officers, employees, and agents of this Bidder with responsibilities relating to the preparation, approval or submission of this Bidder's Bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.
3. Further Affiant sayeth not.

Made and executed this _____ day of _____, 2009.

Affiant's name

SUBSCRIBED AND SWORN to before me a Notary Public of and for the County
and State aforesaid on this _____ day of _____, 2009.

Notary Public

My Commission Expires:

**CERTIFICATE NUMBER FOUR
DISADVANTAGED/WOMEN BUSINESS ENTERPRISE
CERTIFICATION**

The undersigned, having first been duly sworn, on and under oath state and affirm as hereinafter stated:

1. That I am the Bidder or I have been duly authorized by the Bidder to make the statements sent forth below on behalf of the Bidder.

2. I further attest that:
 - (a) The Bidder is a Disadvantaged Business Enterprise and meets the eligibility requirements detailed in 49 CFR Part 26.

 - (b) The Bidder is certified with the Arkansas Highway and Transportation Department's DBE/WBE program or, if the Bidder has not been not certified through the Arkansas Highway and Transportation Department, the source of the Bidder's DBE certification is : (Please Insert Source of DBE Certification here):

3. Further Affiant sayeth not.

Made and executed this _____ day of _____, 2009.

Affiant's name

SUBSCRIBED AND SWORN to before me a Notary Public of and for the County and State aforesaid on this _____ day of _____, 2009.

Notary Public

My Commission Expires:

**CERTIFICATE NUMBER FIVE
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The undersigned, having first been duly sworn, on and under oath state and affirm as hereinafter stated:

1. That I am the Bidder or I have been duly authorized by the Bidder to make the statements sent forth below on behalf of the Bidder.
2. I further attest that:
 - (a) the policy of the Bidder is to insure equal opportunity and non-discrimination, and require that all employees and applicants for employment be treated equally regardless of race, color, sex, national origin, religion, age and physical handicap not related to the ability to perform a particular job or occupation, and,
 - (b) that the Bidder agrees to treat each person fairly without regard to race, color, sex, national origin, religion, age and physical handicap not related to the ability to perform a particular job or occupation, with respect to employment, upgrading, promotion, demotion, transfer, layoffs, termination, rates of pay or other forms of compensation, selection for training, and other terms and conditions of employment and further agrees to include in all recruitment advertising the notation that it is "An Equal Opportunity Employer, " and to register its employment advertisements with such minority and female community organizations as may be recommended by the Contract Compliance Division of the City Attorneys Office.
3. Further Affiant sayeth not.

Made and executed this _____ day of _____, 2009.

Affiant's name

SUBSCRIBED AND SWORN to before me a Notary Public of and for the County and State aforesaid on this _____ day of _____, 2009.

Notary Public

My Commission Expires:

CERTIFICATE NUMBER SIX CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned, having first been duly sworn, on and under oath state and affirm as hereinafter stated:

1. That I am the Bidder or I have been duly authorized by the Bidder to make the statements sent forth below on behalf of the Bidder.
2. I further attest that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and,
 - (b) 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 Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Bidder shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and,
 - (c) that the Bidder shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - (d) The undersigned acknowledges that this certification is a material representation of fact upon which reliance is placed when this transaction is 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.

3. Further Affiant sayeth not.

Made and executed this _____ day of _____, 2009.

Affiant's name

SUBSCRIBED AND SWORN to before me a Notary Public of and for the County and State aforesaid on this _____ day of _____, 2009.

Notary Public

My Commission Expires:
