



REQUEST FOR PROPOSAL

for the performance of

**GENERAL ARCHITECTURAL AND ENGINEERING
CONSULTING SERVICES**

for the

TACT Bus Storage Facility Project, Kittanning, PA

REQUEST FOR PROPOSAL NO. 2009-01

**TOWN & COUNTRY TRANSIT
220 NORTH GRANT AVENUE
KITANNING, PA 16201**

August 2009

LEGAL ADVERTISEMENT

TOWN & COUNTRY TRANSIT

REQUEST FOR PROPOSAL NO. 2009-01

Town & Country Transit (TACT) is requesting proposals to perform:

**GENERAL ARCHITECTURAL AND ENGINEERING
CONSULTING SERVICES**

for the

TACT Bus Storage Facility Project, Kittanning, PA

The work to be performed consists of General Architectural and Engineering Consulting Services necessary to perform Project Management, Design, Bid Support and Construction Management Services necessary to complete the project. All work tasks in this project will be subject to TACT's receipt of current and future Federal, State and Local financial assistance grants.

Copies of this RFP will be available Friday, August 7, 2009 at the offices of TACT, 220 North Grant Avenue, Kittanning, PA 16201.

An Information Meeting for interested parties will be held at TACT's administrative offices in Kittanning located at 220 North Grant Avenue, Kittanning, PA 16201 at 10:00 AM EST on Monday, August 24, 2009. Attendance at this meeting is not mandatory. The purpose of the meeting is to allow interested firms to ask questions about the project and to clarify the requirements of the RFP.

Questions for clarification are due by 4:00 PM EST Friday, August 28, 2009. Responses to questions will be released as Addendum to the RFP no later than Friday, September 11, 2009. Proposals must be received by 4:00 PM, EST, Friday, October 2, 2009 at the offices of TACT, 220 North Grant Avenue, Kittanning, PA 16201.

The contract resulting for the successful firm is subject to financial assistance grants between TACT, the U. S. Department of Transportation, and the Pennsylvania Department of Transportation. The proposal process and the performance of requested services will be in accordance with the guidelines and regulations of the Federal Transit Administration (FTA) "Third Party Contracting Guidelines", FTA Circular 4220.1E, and all other applicable federal, state and local laws and regulations.

TACT hereby notifies all Firms that it will affirmatively insure that with respect to any contract entered into pursuant to this advertisement, certified Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

TACT reserves the right to reject any and all proposals. Questions or comments should be directed to Ms. Lynn Colosi, Acting General Manager at 412-443-1746.

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CONSULTING SERVICES**
for the
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1.0 BACKGROUND

TACT is the fixed route and shared ride provider of public transportation for Armstrong County in Southwestern Pennsylvania. TACT provides over 93,000 passenger trips each year between all services. The largest concentration of services is in the Kittanning and Ford City areas. Here, TACT operates fixed route and door to door services. TACT received a Federal Earmark in previous legislation for partial funding of the “TACT Bus Storage Facility” project. This project will be the first of its kind for TACT. TACT currently stores its vehicles outdoors in a parking lot next to its administrative office in Kittanning.

The end result of this project will be a new facility to store all of TACT’s buses and shared ride vehicles. The building may also include additional office space. TACT has identified the need to store 20 vehicles with space for up to 25 vehicles. TACT already owns the property on which the new storage facility will be built. There is currently a building on-site which will need to be demolished in order to make room for the new facility.

The property has received a decision from the Federal Transit Administration determining “that the information provided for the subject project meets the requirements for a Categorical Exclusion in accordance with 23 CFR Part 771.117(d)(8) of the Department of Transportation’s Federal Register Notice of August 28, 1987.” As such, the work resulting from this RFP is intended to assist TACT with preparing the site, designing the facility and supporting the agency through construction.

This RFP, including supporting project documents, contains all of the information necessary to prepare and file a proposal for General Architectural and Engineering Consulting (GAEC) Services for the Project. Firms are advised to completely review this RFP, other supporting documentation and to follow the instructions outlined regarding proposal submission.

2.0 GENERAL INFORMATION

REGULATIONS

This project will be funded by a combination of sources including the FTA, PENNDOT, and Local funds provided through the Armstrong County Commissioners. As such, the GAEC contract and resulting services and documents developed pursuant to this RFP shall be subject to all regulations and any review requirements by those respective agencies, and including the appropriate state and local agencies.

PROPOSAL SUBMISSION SCHEDULE

Proposals shall be submitted as indicated in the Advertisement and must be received by the time and date stipulated for receipt of proposals. Proposals not received by the time and date stipulated shall not be considered by TACT and shall be returned unopened to the Firm. A Solicitation Schedule is provided below.

Solicitation Schedule (all dates represent 2009)

- | | |
|---|---------------------|
| • Advertisement for Proposals | August 7 |
| • Information Meeting | August 24, 10:00 AM |
| • Questions for clarification on the RFP | August 28 |
| • TACT Responses to Questions for Clarification | September 11 |

- Proposals Due to TACT
- TACT Board Meeting and Announcement
- Anticipated notice to proceed

October 2, 4:00 PM
October 21
December 4

TACT may unilaterally change this schedule by written notice.

All questions relating to clarifications of, or modifications to, the RFP must be in writing either through general post mail or email. No telephone solicitations will be honored. If any question submitted makes necessary the issuance of a written addendum, the addendum will be furnished to all parties receiving a copy of the RFP. All questions relating to the RFP must be addressed to:

Lynn Colosi, Acting General Manager
Town & Country Transit
220 North Grant Avenue
Kittanning, PA 16201
Fax Number: 724-545-3356
lcolosi@clearviewstrategies.com

TACT will not respond to questions received after 4:00 PM, August 28, 2009.

MODIFICATIONS, DEVIATIONS AND IRREGULARITIES

Firms will be bound by the provisions contained in the RFP, unless a written waiver or deviation is formally issued via written addendum by TACT.

As part of the process leading to the selection of the GAEC, TACT may request additions or clarifications to the proposal.

FORM OF CONTRACT

TACT will negotiate a lump sum fixed price professional fee for the contract.

INCURRING COSTS

TACT is not liable for any cost incurred by a Firm prior to the issuance of a contract.

PROPOSAL OWNERSHIP AND DISCLOSURE

All proposals submitted shall become the property of TACT. Cost and price information will not be disclosed except for the winning proposal which shall be publicly available after an Agreement is negotiated.

PROJECT PHASES

The first phase of this project includes architectural and engineering design phase services and a budget that is fully funded. The project's second phase includes Construction Management, which will be conducted under an extension of the GAEC contract and subject to funding availability. TACT will negotiate a contract extension, scope and work and price proposal with the selected GAEC firm for Construction Management services.

FIRM COMMITMENT

All proposals must remain valid for ninety (90) days. The contents of the proposal will become contractual on the date the proposal is accepted.

PROTEST PROCEDURE

Any actual or prospective Firm who believes it is aggrieved in connection with the solicitation or award of the contract may file a protest with TACT.

Protests alleging restrictive specifications or improprieties in the solicitation which are or should be apparent prior to the due date for the submission of Proposals must be received not later than five (5) working days prior to the due date for the submission of Proposals. All other protests must be received within five (5) working days after the cause of the protest becomes known, or should have reasonably become known, to the Protesting Firm but in any event not later than five (5) working days after the TACT Board of Directors has authorized the Award of the Contract.

If the Award of the Contract has already been made at the time that a protest is received, TACT will notify the Firm that was given Award of the protest, and will delay the issuance of any Notice to Proceed until the protest has been resolved. If the Award of the Contract has not already been made, but Proposals have been opened, TACT will notify all Firms and not make a recommendation to the TACT Board for the Award of the Contract until a final written response to the Protest has been prepared by TACT and such response has been transmitted to the Protesting Firm.

If a protest is filed before the due date for the submission of Proposals, TACT will notify all prospective Firms who have received the RFP of the filing of a protest and that Proposals will not be opened until the protest has been resolved. The filing of a protest will not alter the date on which Proposals are due. Proposals will not, however, be opened by TACT until such time as the protest is resolved.

A Firm desiring to file a protest shall submit a written protest with the TACT General Manager. The protest must include: the name and address of the Protesting Firm; a detailed and factual statement of the grounds for protest; supporting documentation; and the desired relief, action or ruling. TACT may request additional information from the Protesting Firm. Requested information shall be submitted to the TACT General Manager as expeditiously as possible, but in no case later than three (3) working days after receipt of such a request from TACT. The time limits must be strictly followed. TACT will not consider a protest or additional documentation that is not received by the Executive Director within these time periods.

A Protest Review Board consisting of the TACT General Manager, Board Chairman and Legal Counsel will consider all protests. A conference with the Protest Review Board on the merits of the protest may be held if the Protest Review Board deems such a conference to be necessary. Interested parties may request and, at the discretion of the Protest Review Board, may be invited to attend the conference.

The Protest Review Board shall make a decision regarding the protest and send notice of that decision to the Protesting Firm within ten (10) working days following receipt of the protest by TACT. The notice of the decision shall outline the factors upon which the decision is based.

Within five (5) working days following receipt of the Protest Review Board's decision, the Protesting Firm may appeal the Protest Review Board's decision to the TACT Board of Directors. The Board of Directors shall make a decision regarding the protest and send notice of that decision to the Protesting Firm within ten (10) working days following receipt of the protest by TACT. The decision of the Board of Directors shall be final. TACT will consider no further appeals.

After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) pursuant to the procedures provided in FTA Circular 4220.1E. Protesting Firms shall file a protest with FTA not later than five days after a final decision is rendered under TACT protest procedure stated above. TACT shall not award the Contract for five (5) days following its decision on a protest. After five (5) days, TACT shall confirm with FTA that FTA has not received a protest on the Contract. Protests shall be filed with FTA, Region III, 1760 Market Street, Suite 500, Philadelphia, PA 19107-4124 with a concurrent copy to the TACT General Manager. Alleged violations of certain federal requirements provide a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661 (Section 661.15) and Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 23 (Section 23.73).

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENTS

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of TACT to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all firms, including those who qualify as a DBE. A DBE contract goal of 3.6 percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Exhibit 7 and 7a) to meet the contract goal for DBE participation in the performance of this contract. The firm will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the firm's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

INDEMNIFICATION AND INSURANCE

For this section the word Contractor refers to the Architectural and Engineering Firm.

The Contractor agrees to indemnify and hold harmless TACT (the Authority's officers, board members and employees), federal, state, and local governments of and from any and all claims, actions, or causes of action of any kind filed or which may be filed by any and all employees or agents of the Contractor.

The Contractor agrees to indemnify and hold harmless TACT (the Authority's officers, board members and employees), the County of Armstrong, the Pennsylvania Department of Transportation, the Federal Transportation Administration, and the United States Department of Transportation for any and all claims, actions, demands, or causes of action arising out of the Contractors performance or non-performance of services under this Contract or for loss, damage, theft, or injury by any means to any property, including loss of use, of the Contractor, of TACT, or of any third party, which said property may be or may have been in or on the Equipment of TACT, whether or not such damage

was caused by the agents or employees of the Contractor. This indemnity and hold harmless also includes any action or claims resulting from the following:

- a. Accident, injury, death, loss, or damage, to any person or property, or other economic loss or claimed liability to the extent caused by, resulting from, connected with or arising out of the negligence, acts, or omissions of the Contractor, its officers, directors, employees, agents or subcontractors;
- b. Violation of any statute, ordinance, administrative order, rule, regulation or order of any governmental body or any order or decree of any court or other tribunal applicable to the operation of the transit system contemplated herein including, but not limited to, all State and Federal environmental, motor vehicle, Title VI of the Civil Rights Act, Title VII of the Civil Rights Act, Disadvantaged Business Enterprise (DBE), American with Disabilities Act (ADA), labor laws and regulations, and other laws and regulations actions undertaken by the Contractor in the Contract; and,
- c. Infringement of any patent, trademark, or intellectual property right, or violation of any State or Federal patent, trademark, or intellectual property law; provided, however, that Contractor's indemnity shall not cover any claims or losses arising from or related to the alleged infringement of any patent, trademark, copyright or similar property right regarding any logo, insignia, advertising, or marketing materials provided to Contractor by TACT.

The Contractor shall maintain at least the following insurance policies:

1. Worker's Compensation including Employer's Liability
2. General Liability
3. Automobile Liability and Physical Damage (includes insurance for contractor's vehicles, vehicles provided by TACT, and other vehicles used by Contractor or the Agreement). The Contractor's liability insurance shall include any and all liability incurred by the Contractor as a result of his storage and maintenance of the Authority vehicles.

The insurance company and policy terms and conditions must be acceptable to TACT. The Contractor agrees to carry the following minimum insurance coverage throughout the term of this Contract:

- a. Workers compensation coverage as required by law;
- b. General Liability coverage including employer's liability, of no less than \$1,000,000 Combined Single Limit (CLS) or \$1,000,000/\$1,000,000 bodily injury and \$1,000,000 property damage Split Limit Policy (SLP);
- c. Auto Liability coverage of no less than \$1,000,000 Combined Single Limit (CLS) or \$1,000,000/\$1,000,000 bodily injury and \$1,000,000 property damage Split Limit Policy (SLP), hired and non-owned coverage, Uninsured/underinsured motorist coverage of no less than \$1,000,000 unstacked, and Pennsylvania Basic First Party Benefit (PA Act 6) of no less than \$5,000 medical payments;
- d. Follow Form Umbrella Liability insurance of no less than \$5,000,000 per occurrence or \$5,000,000 aggregate;
- e. Physical damage coverage written on an All Risk Inland Marine Form for all

Equipment, except motor vehicles, listed in Exhibit C, and;

- f. Comprehensive fire, theft and collision coverage for all motor vehicles listed in Exhibit C based on the value of such vehicles as shown in Exhibit C and up-dated from time to time by the Authority. The deductible of collision and comprehensive coverage shall be no more than \$1,000 per occurrence.

The minimum insurance coverage limits listed above may not be adequate to fully protect the Contractor's interests.

The Contractor shall name TACT, the Authority Board of Directors, its representatives and employees, County of Armstrong, the Pennsylvania Department of Transportation, and the United States Department of Transportation, Federal Transit Administration as an additional insured on all policies pertinent to the provision of services described in this Contract. Before starting certificates of such insurance, acceptable to TACT, shall be filed with TACT and shall contain a provision that the policy will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to TACT. The Contractor shall provide a certified copy of the Contractor's insurance policy to TACT within thirty (30) days after the signing of this Contract and within thirty (30) days of any renewal or change to the Contractor's policy.

The Contractor shall make available to TACT, through its records or the records of their insurer, information regarding a specific claim. Any loss run information available from the Contractor or their insurer will be made available to TACT upon request.

CANCELLATION AND AMENDMENT

During the term of this Contract, either party may cancel this Contract by notifying the other party in writing sixty (60) days prior to the proposed termination date for failure by either party to fulfill its obligations in accordance with the provisions contracted herein.

If the Firm is unable to carry out its obligations under this Contract for any reason, including but not limited to work stoppages, accidents, fire, flood, or any other reason, TACT may contract with another Contractor to perform the obligations of the Firm under this Contract for so long as the Firm is unable to perform its obligations.

TERMINATION FOR CONVENIENCE

TACT may cancel this Contract during the term of this Contract by notifying the Firm in writing sixty (60) days prior to the proposed termination date whether or not there has been any breach of the Contract. Except that if funding becomes unavailable TACT may terminate the Contract immediately. In the event of termination, only costs incurred in the provision of services to the termination date shall be applicable.

CONTRACT AMENDMENT

The Contract may be amended upon mutual consent by both parties, the Firm and TACT, and must be confirmed in writing prior to any amendments taking effect.

3.0 CONTENTS OF THE PROPOSAL

Proposals should include the following three major components:

1. Letter of Transmittal: The letter of transmittal shall contain the following:

- (a) Legal name of the proposing firm.
- (b) The location of the office which will have responsibility for the services provided.
- (c) The name, address, email address, telephone and facsimile number of the firm's representative who is knowledgeable about the proposal and who may negotiate and bind the firm.
- (d) Statement that the proposal shall remain in effect for 90 days after the date due at the Authority.
- (e) Statement acknowledging receipt of each and every Addendum that TACT may issue.
- (f) Statement referencing a separate sealed envelope not included in the bound proposal, which shall contain the Summary of Costs.

2. Proposal: The proposal should be a comprehensive, accurate and effective presentation. Four (4) copies of the proposal shall be submitted; one original proposal and three (3) copies all of which should be compiled as stated below. The proposal shall include an Appendix, which shall be at the end of the proposal document. The proposal should be spiral bound along the left long side and organized in the following fashion using numbered sections including:

- Cover: Containing RFP title and Firm's name.
- Letter of Transmittal: Copy of the letter previously described.
- Contents:
 - Section 1 Overview of the Firm
 - Section 2 Experience Record
 - Section 3 Work Plan
 - Section 4 Organization and Management Plan
 - Section 5 References
 - Section 6 Appendix (Required Forms and Certifications)

Attachments such as brochures, promotional literature, etc. may be included but are not required.

3. Summary of Costs: As described in Summary of Cost Section, these are to be enclosed in a separate sealed envelope. The outside of the envelope shall have the RFP Title, RFP Number and Firm's name clearly indicated. Two (2) copies, sealed in a single envelope, are required.

The Firm shall provide, in its proposal, a statement as to the percentage of work that will be performed directly by the Firm.

The Firm shall identify all of its proposed subcontractors in its proposal and must identify the task each will perform, the percentage this work comprises of the total, their qualifications to perform the work, and the reasons the tasks are to be subcontracted.

The Contractor shall be responsible for management, direction, design integration, scheduling, control, review and approval of all subcontract work and services.

Section 1 - Overview of the Firm

This section shall contain the following information:

A concise description of the Firm including organizational structure, subsidiary companies, identification of principals, office locations and size and overall number of personnel by discipline. If the Firm is a Joint Venture furnish the above information for each member firm and clearly indicate the reason for the Joint Venture as it relates directly to this project.

It is a requirement that the Firm have a regional office or principal office from which the work will be performed within a 100 mile radius of Kittanning, PA 16201 during the duration of this Project, in order to maintain close communication with TACT.

A statement of the Firm's personnel and operations policies relative to:

- a. Classifications of personnel normally billed to client including wage ranges by discipline.
- b. Expenses normally billed directly to the client such as per diem rates, mileage rates, computer, reproduction and communication charges.
- c. Current overhead rate including its components and identification of the most recently performed audit report by the Defense Contract Audit Agency or similar federally recognized audit agencies. Identify any recent FTA approved contracts containing the Firm's overhead rate.

Firm's shall submit the "Certification of Firm Regarding Debarment, Suspension and Other Responsibility Matters" or the Certification of the Firm Regarding Debarment, Suspension and other Ineligibility and Voluntary", whichever is appropriate, for the Firm (See Exhibit 1). Firm shall include the required Certification requested in this section in the Appendix of the proposal.

Firm's shall submit the "Certification Regarding Lobbying", (See Exhibit 2) and a Disclosure Form, if required for proposal exceeding \$100,000. Firm shall include the required Certification and Disclosure Form requested in the section in the Appendix of the proposal.

The Firm's corporate Affirmative Action and Equal Opportunity policy statement must be provided. Firm shall state the date of adoption of this policy statement. Firm shall include the required policy statement in this section in the Appendix of the proposal.

A statement that the required insurance coverage can be obtained and will be carried without reservation or exclusion should the Firm be awarded an agreement according to this RFP. The required insurance coverage is included in the INDEMNIFICATION AND INSURANCE Section of the RFP.

A statement indicating the Firm's anticipated use of subcontractors.

Section 2 - Experience Record

This section of the proposal shall contain complete, concise and accurate descriptions of the Firm's experience in providing services similar as those outlined in the Scope of Services.

The Experience Record should include the following:

- a. A statement about the overall qualifications and experience citing regional and/or national experience of the firm in transit operations, planning and design of transit maintenance facilities.
- b. A statement about the overall depth of staff and commitment of the firm to assure the timely completion of the work within the clients' pre-established budget and schedule. The name, address and telephone number of the client's proposed project manager.
- c. If certain services must be provided through subcontractors or special consultants, this must be documented by providing the name, qualifications and experience of the subcontractor or special consultant.
- d. Include a list of transit facility projects which the firm has completed since 1995 or for which Architectural and Engineering services are currently being provided.
- e. Provide descriptive information including project location, construction and total project costs for the Firms experience in designing transit operating and maintenance facilities. This section should include references and telephone numbers for the respective projects described in this section.
- f. If the Firm is a Joint Venture, furnish the above information for each member firm and specifically note any contract previously worked on by the member firms as a team, providing client references and telephone numbers.

Section 3 - Work Plan

This section of the proposal shall identify the Firm's methodology and approach to this project described throughout this RFP.

The Work Plan shall include a detailed description of the methodology for accomplishing **design services only**, required work tasks and their interrelationships. Any substantive and/or procedural innovations used by the Firm on similar projects that are applicable or can be tailored to the Contract Services should also be identified.

The Work Plan shall include a flow chart which explains the sequencing and interrelationships of the work tasks graphically for all work tasks on the Project. The Work Plan flow chart shall be keyed to time and the work tasks outlined in Section 5.0.

The Work Plan shall specify all drawings, documentation and deliverables that will be provided to TACT in conformance with the desired "Scope of Services".

A Staffing Table for the Work Plan broken down monthly shall be furnished for the required work. This Staffing Table shall be keyed to the required Project Work tasks and consistent with the

Organization and Management Plan, Staff Chart and Work Plan. (See Exhibit 3 - Staffing Table Example). The Staffing Table shall indicate total staff hours for the Firm and its subcontractors anticipated for each work task, consistent with the Staff Chart. Those work tasks to be wholly or partially performed by subcontractors, and in particular DBE's, should be identified. If the Firm is a Joint Venture, a separate Staffing Table shall be furnished for each member of the firm as well as a composite Staffing Table for the Joint Venture.

Section 4 - Organization and Management Plan

This section shall contain the following information:

A detailed description of the Firm's Organization and Management Plan which shall be established to perform the Contract Services outlined in the RFP. The Organization and Management Plan shall clearly identify the Project Manager and key personnel associated with each work task and for the entire period covered by the Agreement. The plan shall also describe the involvement of DBE subcontractors in the project.

If the Firm is a Joint Venture, the company of firm affiliation of each staff member must be identified.

A Staff Chart shall be furnished which graphically depicts the above Organization and Management Plan. All key personnel identified on the Staff Chart shall be identified further on an individual Resume.

A letter signed by the Firm's President or Chief Executive Officer guaranteeing that the Project Manager and key personnel identified on the Staff Chart of the proposal shall be assigned to this work, unless their employment is terminated. Firm shall include the required letter in the Appendix of the proposal.

All work tasks to be performed as part of the Project shall be performed under the direction of a Pennsylvania Registered Professional Engineer, Architect, Surveyor or Secretary of Interior's Professional Qualification Standards for Historian Professionals, etc. as appropriate.

During the project period, personnel not previously identified in the contractor's staff chart may only be substituted for another person or added to the project team when approved in writing by TACT.

Section 5 – References

The Firm shall give the name of the project, contact name, address, and telephone number for references for three transit operating facility projects involved with since 1995. TACT will contact these and other known references to verify past project performance.

SUMMARY OF COSTS

This section shall contain the Firm's Summary of Costs proposal for the **Design Scope of Services only** for this RFP. The Summary of Costs for the Design Work Program shall be furnished in a separate sealed envelope attached to the letter of transmittal, and shall not be included in the Contractor's proposal booklet.

The Summary of Costs shall be furnished utilizing the sample form which follows as Exhibit 4. The Summary of Costs shall be keyed to the required project work tasks and shall be consistent with the

Staffing Table. Work to be wholly or partially performed by subcontractors should be so identified. A separate Summary of Costs is required for all subcontractors.

The Summary of Costs must be developed as follows:

Labor – List all actual staff hours and cost for each category.

Overhead – A provisional (not-to-exceed) or fixed rate which includes all payroll burden and fringes and general and administrative expenses as proposed under this proposal.

Fixed Fee – The Agreement will include a Performance Based Fee Determination. The Firm shall indicate its maximum fee, not-to-exceed ten percent (10%) of the burdened labor.

Expenses – Any and all eligible expenses which the Firm anticipates invoicing directly to TACT such as subcontractors, printing, communications, travel subsistence, etc. The eligibility of expenses shall be governed by applicable Federal regulations. No mark-up is permitted on these expenses.

If the Firm is a Joint Venture, a separate partial Summary of Costs shall be furnished for each member firm, as well as the Composite Summary of Costs for the Joint Venture. This partial summary will identify only those labor and expense costs for each member firm.

4.0 PROPOSAL SELECTION PROCESS

The selection process shall be in accordance with FTA requirements and TACT's policies, and is to be conducted in a manner providing for maximum open and free competition as well as facilitating expeditious negotiations once the top rated Firm's are identified.

Selection Process

Step 1 – Proposal Evaluation

- a. Upon receipt of the proposals, the sealed envelope containing the Summary of Costs will be separated from the proposal and filed, unopened for later use by TACT during the RFP process.
- b. Each proposal will be examined by TACT for compliance with stated requirements in Section 3 and as outlined in Exhibit 5.
- c. Those proposals found to be in compliance with the stated requirements will be held for evaluation by TACT. The evaluation will be undertaken utilizing the Proposal Evaluation Rating Sheet, Exhibit 6, to determine the highest rated Firms to perform the Contract Services. The Firms will be evaluated (Preliminary Rating) on the basis to perform all services set forth in Section 5.0 in the RFP.

Step 2 – Interviews

TACT reserves the right to select a proposal directly from the written submissions or may elect to interview up to three proposals in a formal selection interview based upon the ranking of written proposals.

Step 3 – Negotiations

TACT may proceed with negotiations with the Firm or Firms with the highest ratings as a result of Steps 1 and 2.

NEGOTIATIONS

The Staffing Table and Summary of Costs information from all Firms, as well as TACT's estimate, will assist TACT in determining a reasonable range of manpower and cost distribution to perform the Contract Services. Negotiations will commence with the highest rated Firm as determined in the previous Proposal Selection Process.

In the event TACT cannot negotiate a satisfactory contract with the highest rated Firm, negotiations will be terminated with that Firm and TACT will then proceed with the next highest rated Firm.

This process will continue until satisfactory contractual arrangements with a Firm have been reached.

TACT shall retain the right to reject any and all Proposals.

CONTRACT AWARD

The Agreement resulting from negotiations described above must be approved by the TACT's Board of Directors. TACT's staff is not empowered to enter into an Agreement without the formal authorization of the TACT Board.

5.0 SCOPE OF SERVICES

The Scope of Services identifies the desired services to be provided and identifies the principal work tasks and schedule to be performed by the GAEC. The Firm's Work Plan for each element of the scope of work should clearly state the task objectives and all activities, methodologies, and reviews for each task. All Work Plan activities and the GAEC's project schedule should identify all anticipated documents and deliverables that will be produced by the GAEC.

The GAEC shall follow the guidelines and procedure's set forth in FTA's "Project and Construction Management Guidelines", 2003 and "Quality Assurance and Quality Control Guidelines, February 2002".

The following information is not included with the RFP but will be made available to Firms at the informational meeting on Monday, August 24th.

- Environmental Documentation and Submissions to the FTA
- Site Plan

Using this information as primary source documents, the GAEC will provide for the Project Management, Design, Bid Support and Construction Support Services for the completion of the Project.

Throughout the Design phases, cost containment is essential. The GAEC shall prepare construction cost estimates at each phase of the design work. The GAEC will be required to hold regular design

review meetings with TACT throughout the entire design process. The GAEC will propose a schedule of design reviews for each design phase.

Construction Management will be provided by the selected GAEC Firm under a contract extension during Phase II, the construction phase, of the project. During the design phase, Phase I, TACT will work with the GAEC to develop a scope of work and price proposal for Construction Management Services along with a contract extension.

The overall Project, as currently planned, is for the design and construction of a bus storage facility on property owned by TACT. This RFP is for the project's first phase, design of the bus storage facility and the desired Scope of Services to be provided including, but not limited to, the following:

PROJECT MANAGEMENT SERVICES

- **Project Management Plan (PMP).** The GAEC shall perform the services required to satisfactorily develop a PMP in accordance with FTA's "Project and Construction Management Guidelines (2003 Update)". The PMP will define and describe the GAEC's management plan and the overall plan for the TACT Project Management Plan, including definition of the Quality Assurance/Quality Control (QA/QC) procedures for the project in accordance with FTA's guidelines. See www.fta.dot.gov/1465_ENG_HTML.htm.

Additional project management responsibilities include and may not be limited to the following:

1. The GAEC will develop, monitor and maintain the overall project Master Schedule and project control system throughout the duration of all phases of the project. The GAEC during the Construction phase will, in conjunction with the prime contractors, develop and issue the construction phase schedule. The GAEC will develop an overall project schedule that will include the general parameters for the construction phase, and shall have the ultimate responsibility to develop a detailed construction phase schedule, after award of the construction contract.
 2. Conduct monthly (or as required) project review meetings with staff and other partner agencies. Prepare agenda and minutes for all meetings, including, but not limited to, start-up, progress, public meetings and/or other special meetings as may be required.
- **Quality Assurance/Quality Control (QA/QC) Plan**
The GAEC shall develop and maintain a Quality Assurance/Quality Control (QA/QC) Plan for the project in accordance with FTA's "Quality Assurance and Quality Control Guidelines" dated February 2002. The QA/QC plan shall be submitted to TACT for review and approval. See report FTA-IT-90-5001-02.1 or www.fta.dot.gov/1311_ENG_HTML.htm. The QA/QC plan will become part of the PMP.
 - **Project Materials**
Upon completion of the Project, or upon demand by TACT, all material obtained from TACT, in addition to all material developed or obtained from other sources by the GAEC and its sub consultants will be delivered to TACT.

DESIGN SERVICES

- **Conceptual Plan.** A simple plan was created previously but the conceptual site and floor plans have not yet been developed.
- **Schematic Design.** The GAEC will prepare final schematic designs consisting of code analysis, floor and roof plans, exterior elevations, preliminary site plan with major site features and circulation, specification outline and product cut sheets, and discipline system descriptions defining Architectural, Structural, Civil, HVAC, and Electrical and other documents illustrating the scale, general characteristics and relationships of all project components to include in a site Master Plan. All aspects of the project should be analyzed and the schematic design should provide a fully-developed project.

The GAEC shall locate the proposed building, roads and parking areas on a preliminary site topography drawing. Submit the preliminary site drawing and a subsurface soil investigation plan for approval.

After subsurface investigation plan approval, obtain the necessary subsurface sampling and testing and submit a geotechnical report recommending parameters for building foundations. Provide a geotechnical engineering report stamped by a licensed professional engineer in the State of Pennsylvania.

Any design proposed for consideration must comply with the TACT's goal for the project.

A preliminary project schedule should be developed at this stage of project development. The schematic design is intended to reflect a 30% level of design completion.

- **Design Development.** Upon approval of the schematic design, the GAEC will be authorized to proceed with the design development phase. The schematic design should be refined and detailed to allow for decisions to be made about all materials and building systems components to be used. All interior areas should be completely designed and specified so that all layouts are known; non-moveable furnishings, finishes, fixtures and equipment are specified with any cabinet/carpentry work; and colors have been finalized. HVAC and electrical equipment shall be selected with preliminarily layouts within the site and building. Utility loads and calculations shall be determined.

The GAEC will work with TACT to develop design documents in this phase of project development. The design development phase is intended to reflect a 60% level of design completion.

Additional design management responsibilities include and may not be limited to the following:

1. GAEC shall design the bid documents with all applicable codes and ordinances.
2. The GAEC shall develop a design for the project in accordance with FTA's "Transit Security Design Considerations Final Report" dated November 2004. See report FTA-TRI-MA-26-7085-05.

3. GAEC will assist TACT with the necessary support to ensure compliance with FTA requirements and with participation in FTA's Project Management Oversight Consultant (PMOC) activities, as may be required.
- **Construction Documents.** The GAEC will prepare plans and specifications for construction and related procurement contract documents suitable for obtaining of competitive bids in accordance with the design criteria and standards established in the previous design phases. Documents shall be prepared for each prime contract in accordance with the state separation of trades act requiring separate specifications for General Plumbing, Mechanicals and Electrical work. For work involving the erection, construction and alteration of a public building the work must be split pursuant to the state separation of trade's law, and be structured as separate bid packages for the construction trades noted.

The GAEC will prepare plans and specifications that will assist TACT in specifying the size and detail of the project to architectural, structural, mechanical and electrical systems, materials, paving and landscaping appropriate to the Project. These services are to be provided in accordance with standard American Institute of Architects (AIA) Basic Services Construction Management Edition. The GAEC will provide a detailed project cost estimate and project schedule which shall be included with the submission of final construction documents. Modifications to the content of the AIA Basic Services Construction Management Edition may be required to comply with State, County and City governmental and agency requirements. The GAEC will prepare the appropriate permits and agreements that may be required to obtain approval from the respective governmental agencies and to maintain communications with and coordinate work with other agencies as required to advance this project.

The construction document phase is intended to reflect a 100% level of design completion. The construction document phase should yield a completed set of biddable drawings and a complete set of specifications suitable to advance to the Bid Phase of project development.

BID PHASE SERVICES

- **Bid Phase.** The GAEC will provide bid phase services in support of TACT during the construction bid phase. The work task is as follows and may not be limited to:
 1. Attend and assist TACT during the pre-bid meeting.
 2. Preparation of addenda and errata to the bid documents as may be required.
 3. Developing written responses to Request for Information from contractors concerning the bid documents.
 4. Assist TACT in the analyses of bid alternatives and substitutions that may be required by TACT during the bid phase and throughout construction.
 5. Assist the TACT in bid evaluation.

6. Assist the TACT in the review of qualifications of bidders.

CONSTRUCTION SUPPORT SERVICES / PHASE II

- **Construction Phase.** The GAEC will serve as the Construction Manager throughout the Construction Phase and review, comment on, and approve pertinent contractor submittals and shop drawings. This will be performed in accordance with construction contract requirements and will include checking principle dimensions and conformance with contract documents and applicable standards. Following the review the GAEC will mark shop drawings with comments, corrections, and/or additions, stamp, date, and sign, indicating approval or non-approval.

Additional construction support services will include and may not be limited to the following:

1. GAEC will provide conformed Contract Documents which will consist of a consolidated set of drawings and specifications updated with all addenda as may be required.
2. GAEC will review and provide comments, interpretations, and/or recommendations to questions about the Contract Documents proposed by the Contractor.
3. GAEC will assist TACT in evaluating value engineering proposals submitted by the Contractor.
4. GAEC will assist TACT in evaluating, developing, and negotiating change orders.
5. GAEC shall visit the site at intervals appropriate to the stage of construction, and shall conduct inspections and recommend any changes in the work.
6. GAEC will provide project closeout services in support of TACT. The GAEC will assist in the final completion of the Project. In accordance with Project Closeout activities requirement the GAEC will assist all of the occupants in obtaining a certificate of occupancy with the appropriate federal, state and local entities as may be required.
7. GAEC will work with TACT as needed to resolve claims arising out of project construction activities and to resolve contract related claims between TACT and its contractors.

Exhibit 1
Certification Regarding Debarment

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below:
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, TACT may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to TACT if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact TACT for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by TACT.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration and the current list of suspended and debarred contractors issued by the Pennsylvania Department of General Services.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent

person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, TACT may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency or any department or agency of the Commonwealth of Pennsylvania or other state.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

THE LOWER TIER PARTICIPANT _____,
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF
THE STATEMENT SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS
THAT THE PROVISIONS OF 41 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE
THERE TO.

Authorized Official

Title of Authorized Official

Date

Exhibit 2
Restrictions on Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned 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.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Exhibit 3
STAFFING TABLE
Request for Proposal No. 2009-01

Work Program
TACT Bus Storage Facility Project

MONTH FROM NTP	1	2	3	4	5	6	7	8	9	10	11	12
Project Management/Administration												
Project Management Plan												
Quality Assurance/Quality Control Plan												
Schematic Design Phase												
Design Development Phase												
Construction Document Phase												
Bid Phase												
Name Discipline (including Subcontractors)												
Staff hours charged to each task (Group by task).												
Total												

Exhibit 4
SUMMARY OF COSTS
Request for Proposal No. 2009-01

To be finalized during negotiations

DIRECT LABOR Staff Hours Dollars

1) Project Management/Administration	_____	_____
2) Project Management Plan	_____	_____
3) Quality Assurance/Quality Control Plan	_____	_____
4) Schematic Design	_____	_____
5) Design Development	_____	_____
6) Construction Documents	_____	_____
7) Bid Phase	_____	_____

Direct Labor Subtotal _____

OVERHEAD – Provisional (not-to-exceed) or fixed rate which includes all payroll burden and fringes and general and administrative expenses, etc. at _____% = _____

Burdened Labor Subtotal _____

FIXED FEE at _____% of Burdened Labor
(Not to exceed 10% and subject to negotiations) = _____

Subtotal _____

EXPENSES (No mark-up is permitted on expenses)

*Subcontractor =	_____
*Subcontractor =	_____
Printing =	_____
Communications =	_____
Travel =	_____
Subsistence =	_____
_____ =	_____
_____ =	_____

Expenses Subtotal _____

Total Cost _____

***Separate Summary of Costs shall be provided for each subcontractor (s).**

Exhibit 5
PROPOSAL GENERAL REQUIREMENTS CHECKLIST
Request for Proposal No. 2009-01

**General Architectural and Engineering Consulting Services for the
TACT Bus Storage Facility Project**

Firm's Name: _____

RFP Reference Section	Rating Criteria	Yes	No
Page 11	Proposal in effect for 90 days		
Page 11	Acknowledge receipt of Addendum		
Page 11	Separate sealed envelope enclosed		
Page 12	Description of Firm		
Page 12	Certification of Firm Regarding Debarment		
Page 12	Certification Regarding Lobbying		
Page 12	Affirmative Action/EEO Policy		
Page 12	Statement of Insurance Availability		
Page 12	Subcontractor Utilization		
Page 13	Staffing Table		
Page 14	Reference Listing		

Exhibit 6
PROPOSAL EVALUATION RATING SHEET
Request for Proposal No. 2009-01

**General Architectural and Engineering Consulting Services for the
TACT Bus Storage Facility Project**

Firm's Name: _____

Rating Criteria	Possible Score	Preliminary Ranking	Final Ranking
Experience Record	Possible Score 1-30		
Project Work Plan	Possible Score 1-25		
Organization and Management Plan	Possible Score 1-10		
Project Manager	Possible Score 1-15		
Staff Resumes	Possible Score 1-10		
Extent of DBE Participation	Possible Score 1-10		

Total Score 100 possible points :

Evaluator Signature:

Date

Exhibit 7
DBE Information
Request for Proposal No. 2009-01

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

_____ The Firm is committed to a minimum of _____ % DBE utilization on this contract.

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

Name of Firm: _____

State Registration No. _____

By _____
(Signature)

Title

**Exhibit 7a
DBE Information
Request for Proposal No. 2009-01**

FORM 2: LETTER OF INTENT

Name of 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 Firm 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.)