

STANISLAUS REGIONAL TRANSIT AUTHORITY (STANRTA)



REQUEST FOR QUALIFICATIONS NO. 2025-13 FOR ARCHITECTURAL AND ENGINEERING SERVICES

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**STANISLAUS REGIONAL TRANSIT AUTHORITY
(STANRTA)**

**REQUEST FOR QUALIFICATIONS
NO. 2025-13
FOR
ARCHITECTURAL AND ENGINEERING SERVICES**

**PART I
INFORMATION & INSTRUCTIONS TO CONSULTANTS**

PART I – INFORMATION & INSTRUCTIONS TO CONSULTANT

101 INTRODUCTION

This Request for Qualifications (RFQ) is issued by the Stanislaus Regional Transit Authority (StanRTA) to solicit proposals from qualified consultants to provide professional architectural and engineering services through a competitive selection process.

The Consultant shall furnish all labor, materials, tools, equipment, supplies, services, tasks, incidental and customary work necessary to perform the services competently.

102 DEFINITIONS

- A. **Agreement.** -- The term "Agreement" means the Agreement between StanRTA and the Consultant for the services and the Exhibits thereto.
- B. **Approval.** -- The term "Approval" means a written determination by StanRTA that a particular plan, program, invoice, action, or submittal of the Consultant appears to meet the requirements of this Agreement or the other Contract Documents. "Approval" shall not operate to shift any risk to StanRTA or relieve the Consultant of any obligations under this Agreement.
- C. **Board.** -- The term "Board" refers to StanRTA's Board of Directors.
- D. **Consultant.** -- The term "Consultant" means, the firm entering this RFQ and the Agreement with StanRTA to provide architectural and engineering services.
- E. **Contract Documents.** -- The term "Contract Documents" means the following documents, set forth in their order of precedence: (A) the Agreement (including the Exhibits hereto); (B) the RFQ; and (C) the Consultant's proposal in response to the RFQ.
- F. **Contract Term.** -- The term "Contract Term" refers to a period of four (4) years and four (4) months.
- G. **Days.** -- The term "Days" means business days recognized by StanRTA.
- H. **Federal Transit Administration (FTA).** -- The term "Federal Transit Administration" or "FTA" means the Federal Transit Administration of the United States Department of Transportation or its successor entity.
- I. **Party or Parties.** -- The term "Party" or "Parties" means StanRTA and the Consultant.
- J. **RFQ.** -- The Term "RFQ" means Request for Qualifications No. 2025-13.
- K. **StanRTA.** -- The term "StanRTA" means the Stanislaus Regional Transit Authority, a local transportation provider created under California State law with its principal place of business in Modesto, California.
- L. **Work.** -- The term "Work" means all the services and responsibilities to be performed by the Consultant under this Agreement, as specified, stated, or implied in this Agreement. The term "Scope of Services" may be used interchangeably with "Work".

103 SCHEDULE OF EVENTS

EVENT	DATE
ISSUANCE OF RFQ	OCTOBER 28, 2025
PRE-PROPOSAL CONFERENCE AT 10:00 AM PACIFIC TIME	NOVEMBER 4, 2025
DEADLINE FOR RECEIPT OF INITIAL QUESTIONS/REQUESTS FOR ADDENDA 4:00 PM PACIFIC TIME	NOVEMBER 12, 2025
ISSUANCE OF STANRTA RESPONSES/ADDENDA	NOVEMBER 19, 2025
PROPOSALS DUE 4:00 PM PACIFIC TIME	DECEMBER 2, 2025

INTERVIEWS	DECEMBER 16, 2025
CONTRACT AWARD BY STANRTA BOARD OF DIRECTORS AND AUTHORIZATION TO EXECUTE CONTRACT	JANUARY 2026
COMMENCEMENT DATE (TENTATIVE)	FEBRUARY 2026

StanRTA may modify any of the above dates via an Addendum.

104 OVERVIEW OF THE SCOPE OF WORK

- A. **General.** -- The Consultant selected in this procurement will be responsible for providing architectural and engineering services for StanRTA per the terms of this RFQ and the Draft Agreement. Relevant information relating to the Scope of Work to be provided under this RFQ is more specifically described in Part III.
- B. **Contract Requirements.** -- The Consultant selected for this procurement will be required to comply with the terms and conditions of the Agreement, and all applicable federal, state, and local laws, and regulations.
- C. **Contract Term.** -- The Contract Term for the services to be provided under this RFQ is estimated to commence on February 1, 2026, and end on June 30, 2030.
- D. **Compensation Method.** -- The selected Consultant will be compensated based on the cost for the services as specified in the Scope of Work and subsequently negotiated task orders.

105 PROCUREMENT METHOD AND BASIS OF AWARD

This solicitation is being conducted through an RFQ process. A dedicated evaluation team will assess and rank the proposals submitted by the consultants. The determination of a successful proposal will adhere to the criteria outlined within the Evaluation & Selection Process. The contract will be awarded to the Consultant whose proposal is deemed most advantageous and provides the highest value to StanRTA. The evaluation will be based on the factors detailed in this RFQ.

106 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference is scheduled for November 4, 2025, at 10:00 AM Pacific Time. The conference will be held exclusively via Microsoft Teams. All questions asked and responses provided during the conference will be recorded and included in an addendum via Planet Bids. Any oral responses not documented in the written conference minutes will not be binding on StanRTA.

Consultants planning to attend the pre-proposal conference must confirm their attendance by sending an email to the Procurement Officer at Din@StanRTA.org by 4:00 PM Pacific Time on November 3, 2025. Below is the Microsoft Teams link for the pre-proposal conference.

Microsoft Teams Meeting

107 REQUESTS FOR CLARIFICATION AND ADDENDA PROCESS

- A. **Request for Interpretation or Clarification.** -- Consultants may submit written requests to StanRTA for an interpretation or clarification of, or an addendum to, this RFQ. All requests for interpretation or clarification must be sent via email. All requests must be received by the

Procurement Officer no later than 4:00 PM Pacific Time on November 12, 2025. Any inquiries submitted after the deadline will not be considered. The Procurement Officer will not respond to requests for interpretations, clarifications, or answers to questions received after the deadline. If a request is submitted before the deadline, the Procurement Officer will address each request for interpretation or clarification by posting an addendum on Planet Bids.

B. Requests must be emailed to the Procurement Officer:

Dero In
Procurement Officer
Email: Din@stanrta.org
Phone: (209) 774-4580

The RFQ number (2025-13) and RFQ title (Architectural and Engineering Services) must be included in the subject field of all email messages. The Consultant should contact the Procurement Officer by phone if a confirmation email is not received within one Day of their email submittal. If the request is made after the deadline, the Consultant should not contact the Procurement Officer by phone or email. Under no circumstances should the Consultant attempt to contact other members of StanRTA regarding this solicitation. Violation of this prohibition will result in disqualification of the Consultant's proposal submission.

- C. StanRTA Responses.** -- StanRTA will review each request for interpretation or clarification submitted by the Consultants pursuant to this section and prepare a written response by November 19, 2025. StanRTA is not bound by any oral interpretations or clarifications of, or any oral modifications to, the provisions of this RFQ made by any StanRTA representative. Any clarification or change to the RFQ must be issued as a written addendum by StanRTA pursuant to this section. StanRTA written responses to the Consultant's requests, together with any addendum will be posted on Planet Bids.
- D. Addenda.** -- StanRTA reserves the right to make modifications or issue addenda to this RFQ, either at the request of a Consultant or upon StanRTA's initiative. If StanRTA determines it is appropriate to revise any portion of this RFQ, it will issue, and make available to all Consultants via Planet Bids, a written addendum setting forth such revision. **Consultants must acknowledge receipt of each addendum in their Proposal Letter Form (Exhibit A).** If an addendum necessitates substantial modifications to the Scope of Work outlined in the Agreement, StanRTA reserves the right to extend the proposal submission deadline by a suitable number of days, as determined by StanRTA. This extension will allow Consultants sufficient time to make the necessary revisions to their proposals.

108 PROPOSAL DELIVERY, MARKINGS AND CONTENTS

Delivery of Proposals. -- Proposals in response to this RFQ shall be considered received at the time received by the addressee or designated agent. **PROPOSALS SHALL INCLUDE THE FOLLOWING:**

THREE (3) HARDBOUND PRINTED COPIES – TECHNICAL PROPOSAL & REQUIRED FORMS
ONE SEALED (1) PRINTED COPY – COST PROPOSAL WITH SIGNATURES
ONE (1) ELECTRONIC COPY (USB DRIVE) – TECHNICAL PROPOSAL & REQUIRED FORMS
ONE (1) ELECTRONIC COPY (USB DRIVE) – COST PROPOSAL WITH SIGNATURES IN EXCEL FORMAT

Required. -- The Technical Proposal and Cost Proposal should be accompanied by an electronic copy. The Cost Proposal (Excel Spreadsheets) should be stored on a separate USB drive from the Technical Proposal. Do not combine the documents. There should be 2 separate USB drives. Save the Cost Proposal in Excel format. Do not save the Cost Proposal in PDF format. Please label each USB Drive with a note (Technical Proposal or Cost Proposal).

When delivering the proposal package, please ensure that the package is clearly labeled with the following information on the front of the package:

Recipient Information:

Dero In
Procurement Officer
Stanislaus Regional Transit Authority
912 11th Street, Suite 100
Modesto, CA 95354
(209) 774-4580

Attn: RFQ NO. 2025-13: ARCHITECTURAL AND ENGINEERING SERVICES

Return/Consultant Information:

Consultant's Name
Consultant's Address
Consultant's Phone Number

Please ensure the Consultant's firm name and address are clearly listed on the front of the package. If using a mailing service such as FedEx, UPS, or USPS, the package must display the firm's name and address, not the name of the individual submitting it to the mailing service. If this cannot be completed using the mail service, please ensure the Consultant's information is clearly indicated on the outside of the package so it can be properly recorded upon receipt. This can be done with a label or simply written directly on the package.

NOTE: Any package not labeled correctly as specified above may be considered non-compliant and may not be accepted.

- A. **Ownership of Records.** -- The proposals received become the exclusive property of StanRTA in accordance with California Public Utilities Code § 99154.
- B. **Marking of Documents.** -- Consultants shall clearly designate, and mark information deemed confidential, proprietary, or trade secret consistent with applicable California law. Proposals that indiscriminately identify all or most of the proposals as exempt from disclosure without justification will not be sufficient and shall not bind StanRTA in any way whatsoever.

C. **Public Records.** -- At such time as a contract is awarded by StanRTA, all proposals submitted in response to this RFQ shall become a matter of public record and shall be regarded as public records, except for those elements of each proposal which are:

1. Trade secrets as that term is defined in California Government Code § 6254.7(d) and which are so marked as trade secret, confidential, or proprietary; and
2. Any questionnaires and/or financial statements required and deemed to not be public records and not open to public inspection pursuant to California Public Utilities Code § 99154.

StanRTA will not disclose information marked proprietary, confidential, or trade secret unless required to do so by law or legal process; provided, however, StanRTA may disclose such information to its legal and financial advisors as it deems necessary or appropriate. StanRTA shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, including, without limitation, those so marked as confidential, proprietary, or trade secret, if the disclosure is deemed required by law or by an order of a court.

109 PROPOSAL DUE DATE

Proposals must be received by StanRTA at its office at **912 11th Street, Suite 100, Modesto, California 95354 by 4:00 PM Pacific Time on December 2, 2025.** Proposals received after this specified date and time shall be considered late and shall not be considered for evaluation. **No other form of delivery method shall be accepted other than by mail or in-person. If the proposal is sent by mail, it must arrive before the deadline.**

110 PROPOSAL OPENING

Proposals will be publicly opened at 912 11th Street, Suite 100, Modesto, CA 95354 at 4:15 PM Pacific Time on December 2, 2025.

111 INTERVIEWS

Virtual interviews are scheduled for December 16, 2025, and invited Consultants will be interviewed via Microsoft Teams. In accordance with StanRTA's request, it is imperative that Consultants keep their schedules open for interviews on this specific date, as all interviews will be conducted exclusively on that day, with no exceptions allowed.

112 ACCEPTANCE OF TERMS AND CONDITIONS

The Consultant understands and agrees that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this RFQ (including the Draft Agreement), except as otherwise specified in the proposal. Each proposal found technically acceptable shall constitute an offer to provide the services described in this RFQ. The submitted proposal will become part of any subsequent contract between the selected Consultant and StanRTA.

113 RESTRICTIONS ON LOBBYING AND CONTACTS

A. **Restrictions on Lobbying and Contacts with StanRTA Board of Directors.** -- During the period beginning on the date of the issuance of this RFQ and ending on the date of Contract Award, no person (or entity) submitting a proposal in response to this RFQ, nor any officer, employee, representative, or agent representing such a person (or entity), shall contact through any means or

engage in any discussion regarding this RFQ, the evaluation or selection process, or the award of the contract with any member of StanRTA's Board of Directors. Any such contact shall be grounds for the disqualification of the Consultant.

- B. Restrictions on Lobbying and Contacts with StanRTA Staff.** -- During the period beginning on the date of the issuance of this RFQ and ending on the date of Contract Award, each person or entity described in subsection A shall limit his or her communication with StanRTA staff to the written clarification and amendment process. During such period, any such person or entity is precluded from having any communications regarding this RFQ, the evaluation or selection process, or the award of the Contract with any member of StanRTA's Evaluation Committee, other than communications during the interviews and discussions. Any such unauthorized communication shall be grounds for the disqualification of the Consultant.
- C. Conflicts of Interest.** -- No employee, officer, or agent of StanRTA shall participate in the evaluation or selection process, or the award or administration of the contract, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing or selected for the award:
- a. The employee, or an officer or agent of the employee;
 - b. Any member of the employee's immediate family;
 - c. The employee's business partner; or
 - d. An organization that employs, or is about to employ, any of the above.

StanRTA's employees, officers, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Consultants, Prospective Consultants, Subconsultants to Consultants, or other parties to subagreements whereby the intent could reasonably be inferred as influencing the employee in the performance of his or her duties or was intended as a reward for any official act on his or her part.

114 FALSE, INCOMPLETE, OR UNRESPONSIVE STATEMENTS

False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for rejection of the proposal. The evaluation and determination of the fulfillment of this matter shall be in the sole discretion of StanRTA and its judgment shall be final.

115 PROPOSAL WITHDRAWAL

The Consultant's authorized representative may, prior to the date and times set as the deadline for receipt of proposals, modify or withdraw a proposal in person or in writing to StanRTA's office. If proposals are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Any such modification or withdrawal must be received by StanRTA no later than the date and time scheduled as the proposal receipt deadline. After the proposal receipt deadline, proposals may not be withdrawn for one hundred eighty (180) calendar days.

116 COSTS INCURRED BY CONSULTANT

Any costs incurred by Consultants in responding to this RFQ shall be the Consultant's sole expense and will not be reimbursed by StanRTA.

117 TECHNICALLY UNACCEPTABLE PROPOSALS

Non-responsive proposals are not acceptable and will be rejected by the Procurement Officer. Non-responsive proposals are defined as proposals that do not comply with the RFQ terms and conditions, and requirements. The Procurement Officer reserves the right, but not the obligation, to consider any proposal that does not fully comply, as non-responsive.

118 DISQUALIFICATION OF CONSULTANT

A Consultant may be disqualified, and their proposal may be rejected for any of the following reasons:

- Failure to use the Cost Proposal Forms provided.
- Lack of signature by an authorized representative of the Consultant on the Cost Proposal Forms.
- Failure to provide a Technical Proposal.
- Failure to address the elements in Section 403 on the Technical Proposal.
- Failure to complete the required documents and forms.
- Unauthorized alteration of required documents and forms.
- Failure to acknowledge the addendums on the Proposal Letter.
- Failure to provide the required number of copies.
- Failure to submit a copy of the proposal on a USB drive.
- Failure to provide the Cost Proposal in excel format on a USB drive.
- Evidence of collusion among the Consultants.

119 CANCELLATION OF PROCUREMENT

StanRTA reserves the right in its sole discretion to cancel this RFQ in whole or in part.

120 PROPOSAL REJECTION

The Procurement Officer reserves the right in its discretion to accept or reject any and all proposals submitted in response to the RFQ or refuse to enter into any contract resulting from any proposal submitted, without expense to StanRTA.

121 COST FORMAT

All costs for parts, materials, and equipment shall be F.O.B. destination, Modesto, CA. **Any freight/delivery charges shall be included in the Consultant's unit cost.**

122 COST PROPOSAL

The Consultant shall use the Cost Proposal Forms (Exhibit B) to present their Cost Proposal. No other form or format shall be accepted. All copies of the form must be completed and signed. StanRTA accepts electronic signatures. **Submission of a Cost Proposal is mandatory.**

123 TECHNICAL PROPOSAL

The Consultant shall present their technical proposal that relates to the Scope of Work described in Part III of this RFQ. The technical proposal should also address the criteria stated in Section 403 of this RFQ. **Submission of a Technical Proposal is mandatory.**

The Consultant shall label each factor of the Technical Proposal according to the lettering in Section 403 for ease of reference. Consultants are also encouraged to include additional details relevant to the Scope of Work, such as diagrams, photographs, or other supporting materials.

124 REQUIRED DOCUMENTS & FORMS

The Consultant is required to submit a Technical Proposal along with Exhibits A, B, C, D, E, F, and G. All Exhibits must be fully completed. If a signature is required on the form, the Consultant must provide a valid signature. StanRTA accepts electronic signatures.

Exhibit A – Proposal Letter Form

Exhibit B – Cost Proposal Forms (Tab 1, Tab 2, Tab 3 and Summary)

Exhibit C – Insurance Requirements

Exhibit D – Financial Interest Disclosure Form

Exhibit E – References

Exhibit F – Exceptions

Exhibit G – Required Federal Forms

125 TERMINATION OF SERVICE

StanRTA reserves the right to discontinue service with the Consultant upon failure to meet contractual expectations and/or obligations, as recommended by the technical liaison or his/her agent. StanRTA reserves the right to review the service Consultant's performance at any time, with or without the knowledge or consent of the Consultant. Cancellation of services shall be determined by the collaborative efforts of the Chief Executive Officer, Procurement Officer, or his designee, after reviewing the incident(s) of failure to perform.

126 INDEMNITY

The Consultant shall hold StanRTA, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of the Consultant, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under the Agreement. The Consultant's obligation to defend, indemnify, and hold StanRTA, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance. In the indemnity clause contained herein the Consultant agrees to defend, indemnify and hold StanRTA harmless from the negligence of its employees, among other risks. With reference to the foregoing, the parties agree that all risk of loss, including but not limited to damages, property losses, and defense of third-party suits, arising out of or relating to the operation of StanRTA owned vehicles by the Consultant's employees is apportioned to the Consultant in accordance with the provisions contained in Indemnity.

127 ASSIGNMENT OF RIGHTS

The Consultant offers and agrees, and will require all subconsultants and suppliers to agree, to assign to StanRTA all rights, title, and interest in and to all causes of action it and they may have under Section 4 of the Clayton Act (15 United States code, Section 15) or under the Cartwright Act (Business and Professions Code, Section 16700 et seq.), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. The assignment made by the Consultant and all assignments made by the subconsultants and suppliers shall be made and become effective at the time StanRTA tenders' final payment to the Consultant, without further acknowledgment by the parties (Government Code, Sections 4550-4554).

128 FAILURE TO PERFORM SATISFACTORILY

It is agreed and understood that if the Consultant fails to perform the work as specified herein, StanRTA's representative may (1) consent to accept such unsatisfactory service with an appropriate adjustment in contract cost, based on established cost factors, (2) have such required work done by StanRTA forces or otherwise, and charge the cost thereof to the Consultant, or (3) recommend termination of contract between said Consultant and StanRTA. Those discrepancies and deficiencies in the work that remain uncorrected after the date set for correction may be the necessary justification for a billing adjustment in the month following the occurrence. Unless otherwise negotiated, billing adjustments for this incomplete or uncorrected work shall be permanent retention of 100% of the estimated monthly cost for the work not corrected or completed.

129 PAYMENT

All invoices shall be paid in full within thirty (30) days by StanRTA, and receipt of a properly prepared invoice.

130 PROPOSAL EXPIRATION

The Consultant agrees to keep their proposal open for acceptance for one hundred eighty (180) Days after the proposal's due date without unilaterally varying or amending its terms and, if the Consultant is a partnership or joint venture, without any member or partner withdrawing or any other change being made in the composition of the entity on whose behalf this proposal is submitted.

131 SYSTEM FOR AWARD MANAGEMENT (SAM.GOV)

The Consultant must be registered on SAM.gov, which is free to use. **Registration on SAM.gov is mandatory.** StanRTA should be able to search the SAM.gov database for the Consultant's registered entity to check for exclusion records. The entity's registration must be up to date and cannot be expired. Failure to obtain an active SAM.gov registration could result in the Consultant's proposal being rejected or disqualified.

**STANISLAUS REGIONAL TRANSIT AUTHORITY
(STANRTA)**

**REQUEST FOR QUALIFICATIONS
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**PART II
PROTEST PROCEDURES**

PART II – PROTEST PROCEDURES

201 PURPOSE

The purpose of these procedures is to set forth the procedures to be utilized by StanRTA in considering and determining all protests or objections regarding solicitations, proposed award of a contract, or award of a contract whether before or after award.

202 GENERAL

For a protest to be considered by StanRTA, it must be submitted by an Interested Party (as defined below) per the procedures set forth herein. A protest that is submitted by a party that is not an Interested Party or which is not in accordance with the procedures shall not be considered by StanRTA and will be returned to the submitting party without any further action by StanRTA. In all instances where StanRTA receives a protest involving a potential contract that will be funded with Federal Transit Administration (FTA) funds, StanRTA will notify the FTA of the protest, provide information concerning the nature of the protest, and keep the FTA informed about the status of the protest.

203 GROUNDS FOR PROTESTS

Any Interested Party may file a protest with StanRTA on the grounds that:

1. StanRTA has failed to comply with applicable Federal or State Law; or
2. StanRTA has failed to comply with its procurement procedures; or
3. StanRTA has failed to comply with the terms of the Solicitation in question, including the failure to adhere to the evaluation criteria set forth in the Solicitation, if applicable; or
4. StanRTA has issued restrictive or discriminatory specifications.

204 CONTENTS OF PROTEST

A protest must be filed in writing and must include:

1. The name and address of the protestor.
2. The name and number of the procurement solicitation.
3. A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of StanRTA procurement procedures, or the specific term of the solicitation alleged to have been violated.
4. Any relevant supporting documentation the protesting party desires StanRTA to consider in making its decision.
5. The desired relief, action, or ruling sought by the protestor.
6. Protests must be filed with:

Adam Barth, CEO
Stanislaus Regional Transit Authority
912 11th Street, Suite 100
Modesto, CA 95354

7. All protests must be received at the StanRTA address listed above during normal office hours on Monday – Thursday, 8:00 a.m. to 4:00 p.m., Pacific Time.
8. If any of the information required by this section is omitted or incomplete, StanRTA will notify the protestor, in writing, within one (1) day of the receipt of the protest, and the

protestor will be given one (1) day to provide the omitted or incomplete information for the protest to be further considered. Note that this provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

205 TIMING REQUIREMENTS AND CATEGORIES OF PROTESTS

StanRTA will consider the following categories of protests within the period outlined in each category:

- A. Any protest alleging improprieties in a Solicitation process or Solicitation documents must be filed no later than five (5) calendar days before the scheduled proposal opening or deadline for submitting proposals, as appropriate, to be considered by StanRTA. Any protest based on such grounds not filed within this period will not be considered by StanRTA. This category of protests includes but is not limited to the allegation of restrictive or exclusionary specifications or conditions.
- B. Any protests regarding the evaluation of bids or proposals by StanRTA or alleging improprieties involving the approval or award or proposed approval or award of a contract must be filed with StanRTA no later than five (5) calendar days after the protestor's receipt of StanRTA's written notice of its decision or intended decision to award a contract. Any protest filed after the date which raises issues regarding the evaluation of bids or proposals, or the contract approval or award will not be considered by StanRTA. StanRTA will notify all unsuccessful bidders or proposers of its intent to award a contract to the successful bidder(s) or proposer(s) by email at the same time it notifies the successful bidder(s) or proposer(s) if the Board of Directors approval is not required, and at the same time as the publication of the Board of Directors agenda if the Board of Directors approval is required.

206 REVIEW OF PROTEST BY STANRTA

- A. StanRTA will notify the protestor within three (3) business days of timely receipt of a protest, that the protest is being considered.
- B. In the notification, StanRTA will inform the protestor of any additional information required for evaluation of the protest by StanRTA and set a deadline for submitting such information. If StanRTA requests additional information and it is not submitted by the stated deadline, StanRTA may either review the protest on the information before it or decline to take further action on the protest.
- C. In its sole discretion, StanRTA may give notice of any protest to other bidders or proposers for the procurement involved in the protest, as appropriate, and permit such bidders or proposers to submit comments to StanRTA relative to the merits of the protest. StanRTA will set a deadline for the submittal of such comments, which will be no less than five (5) days after StanRTA provides notification of the protest.
- D. In its sole discretion, StanRTA may schedule an informal conference on the merits of a protest. All Interested Parties will be invited to participate in the conference. Any information provided at the conference will only be considered by StanRTA in deciding the protest if it is submitted to StanRTA in writing within five (5) days after the conference.

207 EFFECTS OF PROTEST ON PROCUREMENT ACTIONS

- A. Upon receipt of a timely protest regarding the solicitation process of the solicitation documents in the case of sealed bids, StanRTA will postpone the opening of bids until the resolution of the protest. The filing of the protest will not, however, change the date on which bids are due unless

StanRTA determines, and so notifies all bidders, that such a date change is necessary and appropriate to carry out the goals of the procurement and assure fair treatment for all bidders.

- B. Upon receipt of a timely protest regarding the evaluation of bids or proposals, or the approval or award of a contract, StanRTA will suspend contract approval or other pending action, or issue a stop-work order if appropriate, until the resolution of the protest. In this event, the successful bidder or proposer may not recover costs as a change order.
- C. Notwithstanding the pendency of a protest, StanRTA reserves the right to proceed with any appropriate step or action in the procurement process or the implementation of the contract in the following cases:
 - 1. Where the item is to be procured is urgently required.
 - 2. Where StanRTA determines, in writing, whether the protest is vexatious or frivolous.
 - 3. Where delivery or performance will be unduly delayed, or other undue harm to StanRTA will occur, by failure to make the award promptly; or,
 - 4. Where StanRTA determines that proceeding with the procurement is otherwise in public interest.

208 SUMMARY DISMISSAL OF PROTESTS

StanRTA reserves the right to summarily dismiss all or any portion of a protest that raises legal or factual arguments or allegations that have been considered and adjudicated by StanRTA in a previous protest by any Interested Party in the same solicitation or procurement action.

209 PROTEST DECISIONS

After reviewing a protest by the appropriate StanRTA staff and/or legal counsel, a recommendation shall be made to the Chief Executive Officer concerning the appropriate disposition of such protest.

- A. The recommendation shall be made based on the information provided by the protestor and other parties, the results of any conference, and StanRTA's investigation and analysis.
- B. The decision of the Chief Executive Officer shall be in writing and shall be the final binding agency action. Except in exceptional circumstances, the decision will be issued within 30 Days after the date all relevant information is submitted according to the dealings outlined in these procedures.
- C. If the protest is upheld, StanRTA will take appropriate action to rectify the procurement process and safeguard the rights of the protester. If the protest is denied, StanRTA will lift any suspension imposed and proceed with the appropriate state of the procurement process or the contract.

210 JUDICIAL APPEALS

A protester adversely affected by a protest decision may appeal such decision to an appropriate court of the State of California.

**STANISLAUS REGIONAL TRANSIT AUTHORITY
(STANRTA)**

**REQUEST FOR QUALIFICATIONS
NO. 2025-13
FOR
ARCHITECTURAL AND ENGINEERING SERVICES**

**PART III
SCOPE OF WORK**

PART III – SCOPE OF WORK

301 AGENCY BACKGROUND

The Stanislaus Regional Transit Authority (StanRTA) is the primary public transit provider in Stanislaus County, delivering over three million annual passenger trips. StanRTA operates 23 fixed routes, as well as ADA paratransit and regional commuter services that connect to ACE and BART rail systems. The agency manages transit operations, planning, and maintenance functions to ensure safe, efficient, and reliable service delivery.

Founded in 2021, StanRTA is a joint powers agency operating regional transit services formerly sponsored by the City of Modesto and the County of Stanislaus. All aspects of StanRTA's operation are housed in leased space that is rapidly becoming outgrown. The transit fleet, housed at the City of Modesto's Bus Maintenance Facility (BMF) at 1609 8th Street, is straining the yard's capacity with 138 vehicles in a space designed to house fewer than 100 revenue vehicles. Operations staff are split between the BMF and the Modesto Transit Center (MTC), while agency staff are housed in leased office space two blocks from the MTC.

302 FACILITY MASTER PLAN

StanRTA recently completed a facilities master plan for a headquarters facility, the Operations & Maintenance Facility (OMF), designed to support its growing fleet, incorporate zero-emission technologies, and provide adequate administrative, operations, and maintenance capacity to meet long-term service goals. The Master Plan, captured in a Basis of Design Report document, along with site renderings, an ALTA survey, and project details are, included as Exhibit I along with a programmatic high-level conceptual cost estimate.

StanRTA expects to close escrow on a 28.61-acre site at 3807 Crows Landing Road in early December. The site occupies the northwest corner of Service and Crows Landing Roads. The site is undeveloped, but for an unoccupied single-family dwelling. The site is part of the City of Ceres' [West Landing Specific Plan](#) and will require off-site street development along two sides – the proposed "B Street" and Service Road.

The Federal Transit Administration (FTA) issued a Categorical Exemption (CE) for the site acquisition, and a CEQA Notice of Exemption (NOE) was posted and filed with Stanislaus County without protest. A request for administrative approval of the project, which includes CEQA documentation, will be submitted to the City of Ceres in November. The NEPA project application, seeking CE project approval, will also be filed at that time.

303 PROJECT BUDGET

The conceptual Master Plan's budget identifies costs, including soft costs, inflation and a generous contingency, of over \$140 million. StanRTA has capital reserves of \$55 million available to support the project. These funds are derived from local and state sources, including Transportation Development Act (TDA) funds and Senate Bill (SB) 125. The funding will only cover a portion of the estimated project cost. StanRTA is aggressively pursuing grant opportunities at the federal, state, and local levels, that could bring funds available to \$90 million. But even if successful, the OMF design and construction program will require phasing or adjusted design considerations to accommodate fiscal constraints.

With the expectation that the project will be federalized, the Consultant should plan accordingly, conducting all activities in conformance with federal rules, including, but not limited to Buy America Build America, Davis-Bacon Act, Title VI, and the Brooks Act.

304 PROJECT SCHEDULE

StanRTA's preliminary estimate for a traditional design, bid/award, construction, and close-out would take nearly five years to complete. **StanRTA has \$47 million in funding that must be expended by December 31, 2029. Therefore, the design team should identify and propose methods to phase the project so that the bulk of the available \$55 million in project funds can be used by that deadline.** A more realistic timeline contemplating this deadline is as follows:

Notice to Proceed:	February 2026
Design:	March 2026 – August 2027
Bid, Award, Mobilize:	September 2027 – February 2028
Construction:	March 2028 – December 2029
Project Close-Out:	June 2030

305 PROJECT SUMMARY

The purpose of this project is to engage a qualified and experienced Architectural and Engineering team to provide comprehensive design, engineering, and construction support services for StanRTA's new OMF. The Consultant will be responsible for all aspects of facility planning, architectural and engineering design, permitting coordination, construction document preparation, bid phase support, and construction phase assistance.

The project will include, but not be limited to:

- Administrative, operations, and maintenance building(s).
- Bus storage and fleet parking areas.
- Maintenance bays and fueling/wash facilities.
- Battery electric bus charging and hydrogen fueling infrastructure (as applicable).
- Utility, stormwater, and site improvements.
- Landscaping and security improvements.
- Offsite development of a portion Service Road.
- Environmental mitigation and permitting support.
- Commissioning services.

StanRTA anticipates a total project duration of approximately 48 months, inclusive of design, bid and award, and construction phases.

306 TASK 1: PROJECT MANAGEMENT & ADMINISTRATION

The Consultant shall provide all services to manage the project through completion. The work shall include, but not be limited to, the following tasks:

- Develop and maintain a Project Management Plan (PMP) outlining project schedule, milestones, communication protocols, QA/QC approach, and deliverable tracking.
- Conduct a kickoff meeting with StanRTA to confirm project scope, objectives, and schedule.

- Facilitate biweekly progress meetings (or as directed by StanRTA) and maintain detailed meeting minutes.
- Submit monthly progress reports summarizing completed work, upcoming tasks, and issues requiring attention.
- Coordinate with all parties involved, including StanRTA and its contractors, the City of Ceres, utility providers, and other stakeholders.
- Make presentations to the StanRTA Board of Directors and participate in or lead other public meetings as required.

Deliverables:

- Project Management Plan
- Project Schedule and Updates
- Monthly invoicing
- Monthly Progress Reports indicating the tasks completed for the month and the tasks anticipated to be completed in the next month
- Meeting agendas and minutes for all design and coordination meetings
- PowerPoint presentations and other exhibits for meetings

307 TASK 2: REVIEW OF EXISTING CONDITIONS & DATA COLLECTION

The Consultant shall perform all necessary evaluations to document and understand existing site conditions and constraints, including but not limited to:

- Site topography and utility surveys (horizontal and vertical control).
- Review of geotechnical, environmental, and traffic reports (as available).
- Field verification of adjacent rights-of-way, utilities, irrigation lines, drainage systems, and access points.
- Identification of potential permitting or regulatory issues.
- Verification of utilities access and adequacy.

Deliverables:

- Existing Conditions Report
- Site Utility and Topographic Survey
- Environmental/Permitting Summary

308 TASK 3: FACILITY PROGRAMMING & SPACE PLANNING

The Consultant shall review the Master Plan with StanRTA to confirm operational, maintenance, and administrative needs, and to identify opportunities for space and development cost savings, including phasing and method of construction. The Consultant will be expected to work from and update the Master Plan.

309 TASK 4: CONCEPTUAL DESIGN & ALTERNATIVES DEVELOPMENT

The Consultant shall:

- Develop up to two conceptual site layout alternatives, in addition to the master planned concept, showing building footprints, circulation, parking, utilities, and phasing concepts
- Evaluate alternatives based on operational efficiency, cost, environmental impact, construction methods, and constructability.
- Facilitate review meetings with StanRTA and prepare presentation materials suitable for Board and public meetings.

Deliverables:

- Conceptual Site Layout Alternatives
- Conceptual Design Report with Cost Estimates
- Presentation Graphics and Renderings

310 TASK 5: COST ESTIMATES

The Consultant shall produce conceptual, schematic, and design development packages at conceptual, schematic, and design development stages for review. Cost estimates shall be prepared at the 50%, 90% and 100% document stages.

311 TASK 6: SCHEMATIC DESIGN (30%)

Upon approval of the selected concept, the Consultant shall prepare schematic design documents, including:

- Site plan, floor plans, elevations, and key building sections.
- Preliminary structural, mechanical, electrical, plumbing, and civil systems design.
- Outline specifications and updated cost estimates.
- Coordination with environmental review and permitting agencies (City, County, Caltrans, CEQA/NEPA).

Deliverables:

- Schematic Design Package (30%)
- Updated Cost Estimate
- Agency/Stakeholder Review Meeting Notes

312 TASK 7: DESIGN DEVELOPMENT (60%)

The Consultant shall refine the approved schematic design and integrate architectural, structural, civil, mechanical, and electrical systems into a coordinated set of design documents.

- Address comments from StanRTA and permitting agencies.
- Conduct QA/QC reviews prior to submittal.

Deliverables:

- Design Development Package (60%)
- Updated Cost Estimate
- QA/QC Review Checklist

313 TASK 8: CONSTRUCTION CONTRACT DOCUMENTS (100%)

The Consultant shall prepare complete construction documents suitable for public bid that are FTA-compliant. Comments received in the design development phase's constructability and value engineering review shall be incorporated into the final documents. A final constructability review may be conducted at 90% design completion, and those comments will be reviewed and incorporated into the final drawings package. Additionally, the Consultant shall:

- Include all required technical specifications, general and special conditions, and applicable standard clauses.
- Confirm construction phasing and utility requirements.
- Ensure compliance with Buy America and Prevailing Wage requirements.
- Incorporate comments from StanRTA and regulatory agencies.

Deliverables:

- 50% 90% and 100% Construction Documents
- Final Opinion of Probable Construction Cost (OPCC)
- Bid Package (Drawings, Specifications, and Cost Estimate)

314 TASK 9: BIDDING & AWARD SUPPORT

The Consultant shall assist StanRTA during the contractor procurement phase, including:

- Developing RFP/RFQ (depending upon construction delivery method)
- Responding to proposer/bidder questions and preparing addenda.
- Reviewing and responding to all Request for Information (RFI) and substitution requests.
- Attending pre-proposal/bid meetings and site walks.
- Assisting in the evaluation of proposals/bids and the recommendation of award.
- Participate in pre-construction meeting(s).

Deliverables:

- Addenda and Proposal/Bid Clarifications
- Bid Evaluation Support Memo
- Responses to RFI's and Substitution Requests
- Recommendation of Award

315 TASK 10: CONSTRUCTION ADMINISTRATION

The Consultant shall support StanRTA and its Construction Manager during the construction phase.

- Attend regularly scheduled construction meetings, including the pre-construction meeting, to respond to questions concerning the plans, specifications, and estimates.
- Review contractor submittals and shop drawings.
- Respond to RFIs from the contractor and prepare modifications or revisions as required.
- Perform periodic site visits.

- Participate in the final walk-through of the constructed project and assist in the preparation of “punch list” items in need of work.
- Prepare record drawings and assist with punch list verification.

Deliverables:

- RFI/Shop Drawings/Submittal Logs and Responses
- Site Visit Reports
- Responses to the review of the proposed contract change order
- Plan revisions as required
- Record Drawings (As-Builts)

316 TASK 11: COMMISSIONING SERVICES

The design team plays a major role in the Commissioning process through activities from design review and in-field or on-site verification during construction to help maximize energy efficiency, environmental health, and occupant comfort. While the Commissioning Agent function can be performed by other parties, for purposes of this RFQ, Consultants should include this task in their proposals.

317 TASK 12: PROJECT CLOSE-OUT

The Consultant shall assist StanRTA with project close-out activities, including:

- Resolving punch list items
- Final review of O&M manuals and warranties.
- Participation in final inspection and acceptance testing.
- Delivery of complete as-built drawings and digital files.
- Submission of final reports and certifications.

Deliverables:

- Final As-Built Drawings (PDF and CAD formats)
- Warranty and O&M Review Summary
- Project Close-Out Report

318 FEDERAL, STATE, & LOCAL COMPLIANCE REQUIREMENTS

The Consultant shall ensure compliance with FTA third-party contracting requirements.

- Buy America provisions.
- Prevailing Wage (California DIR) and Davis-Bacon Act requirements.
- CEQA/NEPA documentation and environmental mitigation measures.
- All applicable State of California and Stanislaus County codes, ordinances, and regulations.

STANISLAUS REGIONAL TRANSIT AUTHORITY (STANRTA)

REQUEST FOR QUALIFICATIONS NO. 2025-13 FOR ARCHITECTURAL AND ENGINEERING SERVICES

PART IV EVALUATION & SELECTION PROCESS

PART IV – EVALUATION & SELECTION PROCESS

401 STEPS IN EVALUATION PROCESS

- A. **Evaluation Committee.** -- Proposals received in response to this RFQ will be reviewed and evaluated in accordance with the provisions of this part of the RFQ. StanRTA will establish an Evaluation Committee to evaluate the submitted Technical Proposals. StanRTA also reserves the right to utilize outside experts and consulting services to assist in the review and evaluation process.
- B. **Evaluation and Scoring of Proposals.** -- The Evaluation Committee will review and score the proposals submitted by each Consultant. Based on the evaluation and scoring described in this section, the Evaluation Committee will develop an initial ranking of proposals.
- C. **Action by the Board of Directors.** -- After finalizing the terms and conditions of the Agreement with the highest-ranked Consultant, the Procurement Officer shall submit the recommendation for Contract Award and the proposed agreement. The Project Manager shall submit all relevant supporting information to the Board of Directors. After review and consideration of these materials, StanRTA's Board of Directors, if it concurs with the recommendation, shall award the contract to the recommended Consultant, and shall authorize the execution of the agreement.

StanRTA's Board of Directors is not bound by the recommendation of the Evaluation Committee, but it must base any alternative decision made on the cost and technical evaluation factors and may not modify the respective weighting of technical qualifications and, alter the technical qualifications factors or their established weight or order of importance, or establish or rely on new or additional factors or considerations in making the award.

- D. **Single Proposal.** -- If only one proposal is received in response to this RFQ, information will be requested from the Consultant to enable StanRTA to perform a cost analysis, evaluation, and audit to determine if the cost is fair and reasonable. The award may be made to a single proposal if StanRTA determines that the proposal meets the requirements of this RFQ and that the cost is fair and reasonable.
- E. **Authority of the Procurement Officer.** -- The Procurement Officer shall conduct a cost/price analysis to determine the fairness and reasonableness of the Cost Proposals; assess the cost realism of the Cost Proposals; review and audit all business records and related documents of any Consultants (including any affiliate or parent company, partner, or joint venture member); contact any client references; and conduct site visits and investigations.

402 PROPOSAL EVALUATION AND SCORING

- A. **General.** -- StanRTA will, through its Evaluation Committee, evaluate proposals in response to this RFQ, and make its determination as to which proposal offers the best value, on the basis of the Technical Proposal factors set forth in Section 403.
- B. **Scoring.** -- Technical Proposals will be evaluated and scored based on the Technical Proposal factors in Section 403. Cost Proposals are provided to establish billing rates and reimbursable expenses as described in Section 404, but are not considered when scoring the proposals.

- C. **Interviews.** – After proposals are submitted, Consultants with the highest evaluation scores may be invited to interview with the evaluation committee regarding their technical proposals. The committee may also request written responses to questions about the proposal. Consultants selected for interviews will be notified by email with the date and time. StanRTA also reserves the right to make an award without conducting interviews or discussions, based solely on the initial proposals. Therefore, each initial proposal should be submitted with the most favorable terms from both cost and technical perspectives.
- D. **Selection.** – Following the analysis of the proposals and possible follow up discussions, StanRTA will enter into negotiations with the highest ranked Consultant. If negotiations with the Consultant become unsuccessful, or if the Consultant declines the work offered, then negotiations will proceed with the next highest ranked Consultant from the proposal list, and so forth. In the event of a tie, the lowest cost proposal will be awarded the contract.
- E. **Negotiation.** – Upon conclusion of any interviews, follow-up discussions, and revisions to the agreement if any, StanRTA will enter into contract negotiations with the highest-ranked Consultant.

403 TECHNICAL PROPOSAL EVALUATION FACTORS

Technical Proposals will be evaluated based on **four (4)** factors:

- A. **Executive Summary (25%).** -- The proposal shall include an Executive Summary that consists of a company description and a statement of firm qualifications and experience. The Executive Summary shall provide a brief description of the prime firm, identifying its business address, the number of years the Consultant has been in business, and the Consultant's area of expertise. The Executive Summary shall elaborate on the firm's qualifications and experience of the Consultant, including all subconsultants. At a minimum, the Consultant in this section will discuss relevant qualifications and experience in performing similar work within the last ten (10) years. Project descriptions should include project description, completion date, construction cost, proposing firm's fee, change orders, unique project characteristics, challenges, and concerns.
- B. **Project Team Statement (35%).** – The proposal shall include a Project Team Statement that identifies the Project Architect and proposed key staff. At a minimum, the Consultant's response will:
- Discuss relevant qualifications.
 - Discuss relevant experience in performing similar work within the last ten (10) years.
 - Identify the number of years of experience in their relevant field of work.
 - Identify their availability and commitment to providing services required under the Scope of Work.
 - Resumes for all key personnel (no longer than two pages per person).
 - Organizational chart that identifies points of contact, reporting relationships, and other relevant information.

- C. **Work Plan (30%).** – The Consultant shall summarize the approach and understanding of the project and any special considerations that StanRTA should be aware of. Include a proposed work program and schedule based on the Scope of Work. The Work Plan shall demonstrate project understanding and present the Consultant’s technical approach to performing services required under the Scope of Work. The proposal should address any problems or issues and provide recommendations and solutions. The Work Plan should address:

- Tasks proposed to be completed to meet project objectives.
- Proposed work products for each task.
- Proposed meetings with staff, advisory bodies, etc.
- The time required to initiate and complete each task.
- Schedule from the Notice to Proceed through project completion.
- Samples of graphic layouts representative of those to be included in this project.
- Exceptions to the requirements of the RFQ should be clearly delineated in this section.

The information in this section will assist StanRTA to refine the scope of work during contract negotiations.

- D. **Reference (10%).** – The Consultant shall provide a minimum of three (3) client references for the proposing firm and Project Architect for similar work described in the Scope of Work. For each reference, the proposal shall provide the following information: project name, project owner/client name, and contact information. If the same references are used for both the proposing firm and the Project Architect, the Proposer should so indicate.

404 COST PROPOSAL EVALUATION

Consultants are required to submit the cost proposal forms in a separate **sealed envelope**. The sealed envelope shall be labeled, “RFQ 2025-13 Cost Proposal Forms”. Please provide one (1) copy of the Cost Proposal Forms in a separate sealed envelope. Please see Section 108 as the Cost Proposal Forms will also need to be included in a USB drive. Consultants may exclude the Cost Proposal Forms from the three (3) bound copies as they will be in a separate sealed envelope.

- Rates and Expenses
 - Provide detailed information and pricing using the provided Cost Proposal Forms.
 - Using the forms provided, provide proposed rates and expenses
- Consultants must identify in their cost proposal all direct costs they anticipate they will incur. StanRTA reserves the right to reject the request for payment of any direct cost item that was not submitted with the cost proposal or that was not expressly approved by StanRTA in advance of the cost being incurred.

**STANISLAUS REGIONAL TRANSIT AUTHORITY
(STANRTA)**

**REQUEST FOR QUALIFICATIONS
NO. 2025-13
FOR
ARCHITECTURAL AND ENGINEERING SERVICES**

**PART V
DRAFT AGREEMENT**

PART V – DRAFT AGREEMENT

(To avoid any formatting issues, the Draft Agreement is provided as a separate Word document with this RFQ.)

Note: The Draft Agreement is StanRTA's standard template. If the Consultant wishes to propose any amendments or modifications, they must be submitted in accordance with the instructions provided on the Exceptions Page.

EXHIBIT A
PROPOSAL LETTER FORM

PROPOSAL LETTER FORM

To: Dero In
Stanislaus Regional Transit Authority
912 11th Street, Suite 100
Modesto CA, 95354

RFQ No. 2025-13

NAME OF CONSULTANT

1. The Consultant is a _____ *[identify form of organization and identify any equity participants in the Consultant if it is a joint venture].*
2. The Consultant has reviewed the RFQ, including the Exhibits thereto, and all other information made available by StanRTA described in the RFQ, and offers to carry out the Scope of Work in accordance with the RFQ, this Proposal Letter, and its Proposal.
3. The Consultant acknowledges and agrees that its proposal constitutes a binding offer to provide the Scope of Work covered by the RFQ in accordance with the terms, conditions, and requirements of the RFQ. If selected as the Consultant, the Consultant agrees that it will execute the Agreement and perform all the operations work in accordance with the terms and conditions thereof, and at the cost proposed, subject to any exceptions identified in its Proposal and agreed to by StanRTA.
4. The Consultant further acknowledges and agrees that it has reviewed the Scope of Work covered by the RFQ and has determined that it can provide those work for the price it has proposed hereto, in full satisfaction of the terms and conditions in the Agreement, and further acknowledges and agrees that it will honor its Cost Proposal throughout the Contract Term.
5. The Consultant agrees to keep its proposal open for acceptance for one hundred eighty (180) Days after the proposal due date without unilaterally varying or amending its terms and, if the Consultant is a partnership or joint venture, without any member or partner withdrawing or any other change being made in the composition of the entity on whose behalf this proposal is submitted.
6. The Consultant understands that StanRTA is not bound to accept any proposal that StanRTA may receive, and that all costs and expenses incurred by us in preparing this proposal and participating in the RFQ process will be borne solely by us.
7. The Consultant agrees not to challenge, question, or seek to review any decision of StanRTA in regard to this Proposal, including but not limited to any decision to award the Contract to another party or to not award the Contract at all, except as expressly permitted in the Protest Procedures in Part II of the RFQ.
8. The Consultant acknowledges receipt of the following Addenda (identify by number and date):

No. Date

9. The Consultant acknowledges and agrees that it understands and will comply with all applicable Federal, State, and local requirements.

10. The Consultant acknowledges and agrees that it will comply with the Restrictions on Lobbying provisions in the RFQ and understands that impermissible contacts, as described in that section, shall be the basis for disqualification of the Consultant.

11. The Consultant designates the following individual(s) to act on behalf of and to bind and commit the Consultant, during this procurement process, on all matters relating to the RFQ and the Agreement and to take all actions necessary to finalize an Agreement with StanRTA if the Consultant is selected for Contract Award.

[Name, title, email, telephone]

[Signature]

By: [Signature of Consultant's executing official]

Print Name: _____

Title: _____

Consultant's business address:

(Street) (Floor or Suite)

(City) (State or Province) (Zip or Postal Code) (Country)

State or County of Incorporation: _____

NON-COLLUSIVE AFFIDAVIT

State of _____,

County of _____

I, _____, Name of Affiant) being first

duly sworn, do hereby state that I am _____ (Capacity) of

(Name of Firm, Partnership or Corporation)

whose business is _____

and who resides at

_____ and that _____

(Give names of all persons, firms, or corporations interested in the Proposal)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any Proposal or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of StanRTA, is directly or indirectly interested therein.

Signature of Affiant _____

Date _____

Sworn to before me this _____ day of

_____, 20____.

Notary public
commission expires

My

Seal

EXHIBIT B

COST PROPOSAL FORMS

COST PROPOSAL FORMS

(Please use the attached Exhibit B and submit separately)

CONSULTANTS MUST COMPLETE TABS 1, 2, AND 3, AS WELL AS THE COST SUMMARY PAGE.

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if Consultant has no employees)

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 12 19 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The policies shall be provided on a true "following form" coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state, with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause All required documents are to be received and approved by the Entity before work commences. However, failure to obtain the documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

Subconsultants

Consultant shall require and verify that all subconsultants maintain insurance meetings all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from subconsultants.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

I acknowledge the insurance requirements listed above.

Print Name: _____ Title: _____

Signature: _____ Date: _____

Company Name: _____

EXHIBIT D
FINANCIAL INTEREST DISCLOSURE FORM

FINANCIAL INTEREST DISCLOSURE FORM

All persons included within the meaning of either of the following tests have a material financial interest in an agreement, or application for development rights, submitted for approval or disapproval by StanRTA's Board of Directors, and shall be identified by the applicant, by name.

Tests of Materiality:

1. Whether it is foreseeable to a reasonable person that the value of their interest in property available for use by an applicant, or their interest in the applicant itself, may increase or decrease by an amount greater than \$2,000.00 as a direct or indirect result of Board of Directors action on the applicant's agreement or application for development rights.
2. Whether it is foreseeable to a reasonable person that the person's gross income from the applicant may increase or decrease by a sum greater than \$2,000.00 as a direct or indirect result of Board of Directors action on the agreement or application for development rights.

It is the legal obligation of all applicants for approval of an agreement or of an application for development rights to verify in writing, under penalty of perjury, that the identity of each person having a material financial interest in the agreement, application, or development rights is true, correct, and complete. The applicant understands that this information is provided under penalty of perjury, and that intentionally supplying misinformation or deception may result in either invalidation of the agreement or application, or criminal prosecution. Negligent provision of misinformation shall be grounds for invalidation. Each applicant has a continuing obligation to maintain the truth, accuracy and completeness of the financial interest disclosure information provided below until after final consideration by StanRTA Board of Directors of any matter arising out of or relating to the agreement or application.

Print Name: _____ Title: _____

Signature: _____ Date: _____

Company Name: _____

EXHIBIT E REFERENCES

REFERENCES

All Consultants must provide a list of three (3) current or former organizations or groups affirming your knowledge and experience in providing the proposed services requested by StanRTA under Scope of Work. Any Consultant' failing to provide references shall be deemed unacceptable.

StanRTA may contact some or all of the references provided in order to determine the Consultants' performance record on services similar to that described in this RFQ. StanRTA reserves the right to contact references other than those provided in the response and to use the information gained from them in the award process.

Company Name: _____
Address: _____
City, State, Zip Code: _____
Contact Person: _____
Email Address: _____
Telephone Number: _____
Type of Business: _____
Date of Service: _____
Annual Contract Value \$ _____.

Company Name: _____
Address: _____
City, State, Zip Code: _____
Contact Person: _____
Email Address: _____
Telephone Number: _____
Type of Business: _____
Date of Service: _____
Annual Contract Value \$ _____.

Company Name: _____
Address: _____
City, State, Zip Code: _____
Contact Person: _____
Email Address: _____
Telephone Number: _____
Type of Business: _____
Date of Service: _____
Annual Contract Value \$ _____.

EXHIBIT F EXCEPTIONS

EXCEPTIONS

The Consultant shall identify any requested exceptions to the **AGREEMENT** below, sign the form, and include it with their proposal submission.

Item No:	Reference To:		Description
	Page No.	Paragraph No.	

Print Name: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT G

REQUIRED FEDERAL FORMS

FORM 1
SUBCONSULTANTS PROPOSED FOR THIS CONTRACT

DOLLAR (VALUE OF WORK)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

No subconsultants/Not applicable x _____

FORM 2
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS

Choose one alternative:

- ☐ The Consultant, [_____], certifies to the best of its knowledge and belief that it and its principals:

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 this proposal or proposal 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 or 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 2 of this certification; and
4. Have not within a three-year period preceding this proposal or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- ☐ The Consultant is unable to certify all of the statements in this certification and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Consultant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

Executed in [_____] (City and State).

Name: _____

Authorized Signature: _____

Date: _____

FORM 3
CERTIFICATION OF SUBCONSULTANTS REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELGIBILITY AND VOLUNTARY EXCLUSION

The subconsultant, _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the subconsultant is unable to certify any of the statements in this certification, such participant shall attach an explanation to this Proposal.)

THE SUBCONSULTANT, _____, CERTIFIES OR AFFIRMS THE TRUTHFULLNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

*Name and Title of Authorized Official: _____

*Authorized Signature: _____

*Date: _____

*If there are multiple subconsultants, each subconsultant must sign this form. A completed Form 3 for every subconsultant should be submitted with the proposal.

No subconsultants/Not applicable x _____

FORM 4
CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELGIBILITY AND VOLUNTARY EXCLUSION

The prospective lower-tier participant _____ (Consultant/Subconsultant) certifies, by submission of this bid or proposal, that neither it nor its “principals” as defined at 49 CFR § 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.

If the prospective Consultant/Subconsultant is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an “X” in the following space: _____.

THE CONSULTANT/SUBCONSULTANT, _____,
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE CONSULTANT UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

*Name and Title of Authorized Official: _____

*Authorized Signature: _____

*Date: _____

*The Consultant and all subconsultants must sign this form. A completed Form 4 for the Consultant and each subconsultant must be submitted with the proposal.

FORM 5
CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned _____ (Consultant) 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 any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal 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).

(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.

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

Name and Title of Authorized Official: _____

Authorized Signature: _____

Date: _____

FORM 6

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award	3. Report Type: a. initial filing ____ b. material change For material change only: Year ____ quarter ____ Date of last report ____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier ____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

If there are no lobbying activities, please sign below:

No lobbying activities/Not applicable x _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Qualification (RFQ) number; Invitations for Proposal (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/Proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form; print their name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

FORM 7
NON-DISCRIMINATION OF THE HANDICAPPED

Policy Statement

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of StanRTA that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit or service to beneficiaries of the program or activity.

StanRTA is committed to providing access to all StanRTA services, programs and meetings open to the public with disabilities.

In this regard, StanRTA and all its Consultants and Subconsultants will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Certification

Each agency, organization, or person seeking a proposal, contract, or agreement with the StanRTA shall sign a certification of compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act.

CERTIFICATION OF CONSULTANT REGARDINGNON-DISCRIMINATION OF THE HANDICAPPED

The Consultant hereby certifies that he/she is compliant with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act, through applicable administrative requirements promulgated in response thereto, and in any other applicable Federal laws and regulations relating to handicap discrimination and participation.

Name of Consultant: _____

Business Address: _____

City, State, Zip Code: _____

By: _____ Title: _____
(Signature)

Date: _____

FORM 8
EQUAL OPPORTUNITY EMPLOYMENT CERTIFICATION

The Consultant hereby certifies that he/she is compliant with the Civil Rights Act of 1964, Executive Order No. 11246, entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375, the California Fair Employment and Housing Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment.

Name of Consultant: _____

Business Address: _____

City, State, Zip Code: _____

By: _____ Title: _____
(Signature)

Date: _____

FORM 9
BUY AMERICA

The Consultant agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a **seventy percent (70%) domestic content.**

Certificate of Compliance with 49 U.S.C 5323(j)(1)

The Consultant or offeror hereby certifies that it **will** comply with the requirements of 49 USC Section 5323(j)(1) and the applicable regulations in 49 CFR 661.5:

Name and Title: _____

Company: _____

Authorized Signature: _____

Date: _____

_____ **OR** _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Consultant or offeror hereby certifies that it **cannot** comply with the requirements of 49 USC Section 5323(j)(1) and 49 CFR 661.5, but it may qualify for an exception pursuant to 49 USC Sections 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Name and Title: _____

Company: _____

Authorized Signature: _____

Date: _____

STATE OF _____
COUNTY OF _____

Each of the undersigned, being first duly sworn, deposes and says that _____ is the _____ of and is the _____ of _____, the entity making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or sham; that the Consultant has not directly or indirectly induced or solicited any other Consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Consultant or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the Consultant has not in any manner, directly or indirectly, sought by agreement, communications or conference with anyone to fix the proposal cost or any component of the proposal Cost, of the Consultant or any other Consultant, or to fix any overhead, profit or cost element included in the proposal, or of that of any other Consultant, or to secure any advantage with StanRTA or against anyone interested in the Contract; that all statements contained in the proposal are true; and, further, that the Consultant has not, directly or indirectly, submitted its proposal post or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository or any member or agent thereof to effectuate a collusive or sham proposal. The Consultant will not, directly or indirectly, divulge information or data regarding the price or other terms of its proposal to any other Consultant, or seek to obtain information or data regarding the price or other terms of any other proposal, until after award of the contract or rejection of all Proposals and cancellation of the RFQ.

(Signature)

(Name Printed)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public in and for)
) SS
said County and State)

[Seal]

My commission expires: _____

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all general partners or joint ventures of the Consultant.]

EXHIBIT H
FEDERAL TRANSIT ADMINISTRATION CLAUSES

FTA CLAUSES

FOR FORMAL PURCHASE OF GOODS AND SERVICES

Fly America Requirements

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

Buy America Certification (Steel and Manufactured Products)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000) Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating or planning funds. A Consultant or offeror shall submit appropriate Buy America certification to the recipient with all proposals on FTA-funded contracts, except those subject to a general waiver. proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subconsultants.

Contract Work Hours & Safety Standards Act

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

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

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or

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

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

Energy Conservation

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

Clean Air

1) Consultant shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Consultant shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Consultant shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Clean Water

Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Consultant shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Consultant shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 10465 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or proposal for an award of \$150,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Safe Operation of Motor Vehicles

The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or AGENCY.

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

Access to Records and Reports

The following access to records requirements apply to this Contract:

1. Consultant shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and Consultant records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO Consultant, access to Consultant's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Consultant shall provide the purchaser, authorized FTA representatives, including any PMO Consultant, access to Consultant's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.
3. Consultant shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. If the authority which is an FTA recipient enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive proposal, Consultant shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Consultant shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Consultant shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

Consultant shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Consultant's failure to comply shall constitute a material breach of the contract.

Recycled Products

The Consultant 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.

No Government Obligation to Third Parties

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

(1) Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Consultant to the extent the US Government deems appropriate.

(2) If Consultant makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on Consultant, to the extent the US Government deems appropriate.

(3) Consultant shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

Termination

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to Consultant when it is in the recipient's best interest. Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Consultant shall promptly submit its termination claim to the recipient. If Consultant is in possession of any of the recipient's property, Consultant shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If Consultant does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and Consultant fails to perform in the manner called for in the contract, or if Consultant fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to Consultant setting forth the manner in which Consultant is in default. Consultant shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of Consultant, the recipient, after setting up a new delivery or performance schedule, may allow Consultant to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow Consultant an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If Consultant fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Consultant or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against Consultant and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by Consultant of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If Consultant fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Consultant fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to Consultant a notice of termination specifying the nature of default. Consultant shall only be paid the contract price for supplies delivered and accepted, or services

performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that Consultant was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If Consultant fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if Consultant fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to Consultant a notice of termination specifying the nature of default. Consultant shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while Consultant has possession of the recipient goods, Consultant shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Consultant and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that Consultant was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if Consultant fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to Consultant a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Consultant and its sureties shall be liable for any damage to the recipient resulting from Consultant's refusal or failure to complete the work within specified time, whether or not Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Consultant's right to proceed shall not be terminated nor shall Consultant be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Consultant. Examples of such causes include: acts of God, acts of the recipient, acts of another Consultant in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Consultant, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of Consultant's right to proceed, it is determined that Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of Consultant's failure to fulfill contract obligations. The recipient shall terminate by delivering to Consultant a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, Consultant shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for Consultant's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and Consultant shall be liable for any additional cost incurred by the recipient.

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

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on Consultant. The notice shall state whether termination is for convenience of the recipient or for default of Consultant. If termination is for default, the notice shall state the manner in which Consultant has failed to perform the requirements of the contract. Consultant shall account for any property in its possession paid for from funds received from the recipient, or property supplied to Consultant by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to Consultant in proportion to the value, if any, of work performed up to the time of termination. Consultant shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to Consultant. If termination is for the recipient's convenience, Consultant shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

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

Government Wide Debarment and Suspension

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants

to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Breaches and Dispute Resolution

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

Performance During Dispute - Unless otherwise directed by the recipient, Consultant shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

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

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

Contracts Involving Federal Privacy Act Requirements

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

comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

Civil Rights Requirements

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and

2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination - Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment

Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 - 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S.

EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention,

Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd - 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

ADA Access Requirements

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

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail

to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Consultant shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Access Requirements for Persons with Disabilities

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

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, Consultant shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Consultants and Subconsultants

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

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Consultant shall comply with all applicable FTA regulations,

policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

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

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

School Bus Operations

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

Charter Service Operations

The Consultant agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that

recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

Texting While Driving and Distracted Driving

The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied the Consultant, and driving a vehicle the driver owns or rents, a vehicle the Consultant owns, leases or rents, or a privately-owned vehicle when on official business in connection with the Contract, or when performing any work for or on behalf of the Contract.

The Consultant agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, and providing education, awareness and other outreach to employees about the safety risks associated with texting while driving.

Seat Belt Use

The Consultant agrees to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

Cargo Preference

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

Patent Rights and Rights in Data and Copyright Requirements

Applicable to all Consultants and their Contracts at every Tier. A. Rights in Data - The following requirements apply to each Contract involving experimental, developmental or research work:

(1) 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 punched cards, magnetic tape, or computer memory 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 item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the Contract to which this Attachment

(a) Except for its own internal use, StanRTA or the Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the StanRTA or the Consultant 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 the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(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 described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for 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.

1. Any subject data developed under that Contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by StanRTA or the Consultant using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is the FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless the FTA determines otherwise, the StanRTA and the Consultant performing experimental, developmental, or research work required by the underlying contract to which this provision is added agrees to permit the FTA to make available to the public, either the FTA's license in the copyright to any subject data developed in the course of that Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under that Contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for StanRTA or Consultant's use whose costs are financed in whole or in part with Federal assistance provided by the FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, StanRTA and the Consultant agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by StanRTA or the Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. Neither the StanRTA nor the Consultant

shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by StanRTA or the Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract to which this provision has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that StanRTA or Consultant identifies that data in writing at the time of delivery of the contract work.

(g) Unless the FTA determines otherwise, the Consultant 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 the FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), StanRTA and the Consultant agree to take the necessary actions to provide, through the FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Consultant also 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.

B. Patent Rights - The following requirements apply to each Contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract to which this provision has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, StanRTA and the Consultant agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), StanRTA and the Consultant agree to take the necessary actions to provide, through the FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Consultant also agrees to include the requirements of this clause in each Subcontract for

experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Drug & Alcohol Abuse & Testing

The Consultant agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Sensitive Security Information

Each third party consultant must protect, and take measures to ensure that its subconsultant at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

Fair Labor Standards

All consultant shall comply with the Fair Labor Standards Act, 29 U.S.C. 201 et seq. which applies to employees performing work in connection with Federally funded projects involving commerce.

Preference for U.S Property – Buy America

FTA may obligate an amount for a project only if the steel, iron, manufactured goods, and construction materials used in the project are produced in the United States. 49 U.S.C. 5323(j); Build America, Buy America Act (BABA), Pub. L. 117-58, §§ 70901–27. If FTA funds are used for the project, Buy America requirements apply to all procurement contracts under the project. A recipient may not avoid Buy America by funding a discrete part of the project "without" FTA funds.

Under FTA's implementing regulation, 49 CFR Part 661, a recipient must require bidders or offerors to certify affirmatively to their compliance or noncompliance with Buy America.

FTA has limited authority to waive Buy America in certain situations, such as if a necessary good is not produced in the United States in a sufficient quantity. FTA or the U.S. Department of Transportation have issued several standing waivers that may apply based on the size of a grant or procurement or the type of goods to be procured. Waivers may not be granted for costs already incurred, and a recipient should not proceed with a procurement assuming a waiver will be granted.

Property that a consultant acquires to fabricate a deliverable for the recipient, such as tools, machinery, and other equipment or facilities, is not subject to FTA's Buy America requirements unless the recipient will take possession of that property upon completion of the project. FTA's implementation of Buy America does not pre-empt State laws with stricter requirements on the use of foreign articles, materials, and supplies.

FTA cautions that its Buy America regulations that apply to FTA-assisted third-party procurements, published at 49 CFR Part 661 (for iron, steel, and manufactured products) and 2 CFR Part 184 (for construction materials), differ from Federal Buy American Act regulations that apply to direct Federal procurements, published in FAR Part 25. FTA strongly recommends that the recipient review FTA's Buy America regulations and guidance on FTA's Buy America webpage before undertaking any FTA-assisted procurement. Refer to Chapter 2 of Circular 5010.1F for a more detailed description of Buy America's requirements and current standing waivers.

The Consultant must comply with all applicable Buy America and Build America, Buy America Act requirements, including certification of compliance as required under 49 CFR Part 661.

Protections for Public Transportation Employees

When the recipient acquires public transportation services from a third-party contractor, the terms of the recipient's DOL certification of public transportation employee protective arrangements will apply to work under the contract provided by those employees covered by the certification. That certification is required by 49 U.S.C. 5333(b) (often referred to as "13(c)") and implementing DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215. Consequently, the third-party contractor must comply with the terms of that DOL certification. The Fair Labor Standards Act, 29 U.S.C. 201 et seq., also applies to public transportation employees performing work involving commerce.

The Consultant must comply with the employee protection and labor standards requirements outlined under 49 U.S.C. 5333(b) and the Fair Labor Standards Act, as applicable.

Art

Recipients must not use FTA assistance to pay incremental costs of incorporating art or non-functional landscaping into facilities, including the costs of an artist on the design team. 49 U.S.C. 5323(h)(2).

The Consultant must ensure that no costs associated with art or non-functional landscaping are included or billed under this contract.

Value Engineering

2 CFR 200.318 encourages recipients to use value engineering provisions in contracts for construction projects and cautions that value engineering can be a pre-requisite for some Federal assistance awards. FTA generally will not approve a grant for a Major Capital Project until value engineering is complete. Some contractual arrangements (for example, design-build contracts) may inherently include value engineering.

The Consultant must incorporate value engineering principles into the project design or construction services as applicable and consistent with 2 CFR 200.318.

Veterans Employment

The recipient must ensure that consultants working on a capital project funded with FTA assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract.

The Consultant must give, to the extent practicable, hiring preference to qualified veterans as required

under 5 U.S.C. 5325(k).

National Environmental Policy Act

The recipient may not enter into binding arrangements for the acquisition of property that may or would affect environmental impact determinations with respect to the underlying project or otherwise interfere with any required environmental impact reviews until applicable environmental impact determinations have been made.

The Consultant must comply with NEPA, 42 U.S.C. 4321–4335, and all related FHWA/FTA regulations, ensuring that no work or commitment interferes with the environmental review process.

Parks, Recreation Areas, Wildfire and Waterfowl Refuges, and Historic Sites

DOT's enabling legislation has special requirements designed to protect publicly owned parks, recreation areas, wildlife and waterfowl refuges, and historic sites, at 49 U.S.C. 303(b) and 303(c) ("Section 4(f)").

The Consultant must comply with 49 U.S.C. 303 and implementing regulations at 23 CFR Parts 771 and 774 and 49 CFR Part 622 to ensure protection of such properties.

Federal Tax Liability and Recent Felony Convictions

(1) *Transactions Prohibited.* (i) The Recipient agrees that, prior to entering into any Third Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third Party Participant a certification that the Third Party Participant— (A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. (ii) If the prospective Third Party Participant cannot so certify, the Recipient agrees to refer the matter to FTA and not to enter into any Third Party Agreement with the Third Party Participant without FTA's written approval. 2) *Flow-Down.* The Recipient agrees to require all Third Party Participants to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

The Consultant must certify that it does not have any unpaid federal tax liability and has not been convicted of a felony criminal violation under any federal law within the preceding 24 months, in accordance with 2 CFR Appendix II (K).

Recipient's Responsibility to Extend Federal Requirements to Third Party Participants

In certain circumstances, the Recipient's compliance with specific federal requirements depends on compliance by its Third Party Participant(s) with those federal requirements, and therefore: (1) *General.* The Recipient agrees to ensure that its Third Party Participant(s) will comply with applicable federal requirements, and follow applicable federal guidance. (2) *The Recipient as a "Pass-Through" Entity.* If the Recipient is providing a subaward to a Subrecipient to carry out all or part of its Award, the Recipient agrees to obtain the agreement of each Subrecipient to comply with U.S. DOT's administrative requirements, as set forth above. (3) *Performance of the Recipient's Responsibilities.* If a Third Party Participant is expected to fulfill any responsibilities typically performed by the Recipient, the Recipient agrees to ensure that the Third Party Participant will carry out the Recipient's responsibilities in

compliance with federal requirements, and provide enough information to each Third Party Participant so that it understands that it will be expected to follow federal guidance. (4) *Risk*. As provided in 2 CFR Part 1201, which incorporates by reference 2 CFR Part 200, the Recipient agrees to evaluate the risk involved before awarding a subagreement to any entity. (5) *Third Party Agreements*. To comply with federal requirements, the Recipient agrees to enter into a written Third Party Agreement with each Third Party Participant in its Underlying Agreement and must include all appropriate provisions stating the Third Party Participant's responsibilities to assure the Recipient's capability to comply with applicable federal requirements and guidance and specifying the responsibilities that the Third Party Participant will fulfill on the Recipient's behalf. (6) *Notice to Third Party Participants*. The Recipient agrees to include notice in each Third Party Agreement that: (i) Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and (ii) Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

The Consultant must comply with all applicable federal requirements as a third-party participant under this contract and must flow these requirements down to all subconsultants and subcontractors.

Changed Circumstances

The Recipient agrees that changed circumstances may occur that may impact the Recipient's ability to comply with the terms and conditions of the Underlying Agreement. (1) *Types of Changes*. Certain circumstances can cause significant changes in performance of a Project or related activities or adversely affect the Recipient's ability to carry out its Underlying Agreement, such as: (i) A change in federal requirements or guidance; (ii) A change in state, territorial, local, or tribal requirements; (iii) A change in the Recipient's circumstances, including: (A) Its legal, financial, technical, or managerial capacity; (B) Its continuing control of Project property; or (C) Another similar situation; and (iv) Any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or knowledge that the Recipient's principal, official, employee, agent, or a Third Party Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against the Recipient or any Third Party Participant; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities. (2) *Notice*. In the circumstances described above, the Recipient agrees to provide immediate written notice to the: (i) FTA Regional Counsel for the Region in which the Recipient operates public transportation or implements the Underlying Agreement; (ii) FTA Headquarters Manager that administers the Underlying Agreement; or (iii) FTA Chief Counsel.

The Consultant must promptly notify the recipient of any changes in circumstances that may affect its ability to comply with federal, state, or local laws, regulations, or contract requirements, including any legal actions or violations.

Prohibition On Covered Telecommunications & Surveillance Equipment or Services

The prohibition in 2 CFR 200.216 (not 200.16) and 2 CFR Appendix II (K), stemming from Section 889 of the National Defense Authorization Act, prohibits federal grant and loan recipients from using those

funds to acquire or use "covered" telecommunications and video surveillance equipment or services. "Covered" equipment includes products from specific Chinese companies like Huawei, ZTE, Hytera, Hikvision, and Dahua, or any entity reasonably believed to be a part of such companies. This restriction applies to all federal award recipients and requires them to take steps to ensure they and their contractors do not use these prohibited items, even if the equipment is not directly used for the federal project.

The Consultant must comply with 2 CFR 200.216 and ensure that no prohibited telecommunications or surveillance equipment or services are used or provided under this contract.

Special Notification Requirements for States

(a) Types of Information. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities: (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project; (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and (3) The amount of federal assistance FTA has provided for a State Program or Project. (b) Documents. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

The Consultant must assist the recipient, if requested, in providing accurate information for all required state and federal notifications regarding federal assistance used for the project.

Preference for United States Products and Services

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

(a) Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. § 5323(j); (b) Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products. (c) Cargo Preference—Use of United States-Flag Vessels. At least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC

20590. (d) Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.(e) Uniform Administrative Requirements. Compliance with FTA's "Buy America Requirements," 49 CFR Part 661, and "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184, as described in this Master Agreement shall be deemed to satisfy 2 CFR § 200.322, "Domestic Preferences for Procurements." (f) Limitation on Certain Rolling Stock Procurements. The Recipient will comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u).

The Consultant must comply with all domestic preference requirements, including Buy America, Build America, Cargo Preference, and Fly America, and must provide all certifications and documentation necessary to demonstrate compliance.

Procurement of Recovered Materials

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

The Consultant must comply with Section 6002 of the Solid Waste Disposal Act, 42 U.S.C. 6962, and ensure that, to the maximum extent practicable, products and materials containing recovered or sustainable content are used.

EXHIBIT I

MASTER PLAN

MASTER PLAN

(To avoid any formatting issues, the Master Plan is provided as a separate PDF document with this RFQ.)