



## **PUBLIC NOTICE**

**City of Montgomery**

**Request for Qualifications/Request For Proposals For  
Professional Service Transportation Planning-Civil Engineering-  
Transportation Engineering and Engineering Design Services  
Procurement**

**American Rescue Plan Act (ARPA) Bicycle and Pedestrian Trails  
Projects**

**Proposal Release Date: Monday, April 1, 2024**

**Proposals must be received by: 5:00 p.m. (CST), Tuesday, April 30, 2024**

**Notice of Award: May/June 2024**

**Five (5) copies of the submittal must be returned in a sealed envelope, and be clearly marked “ARPA BICYCLE AND PEDESTRIAN TRAILS PROJECT RFQ/RFP ENCLOSED”**

**Contact: All inquiries regarding this Request for Proposals should be directed to:**

**Robert Smith - Telephone: (334) 625-2218 - Email: [rsmith@montgomeryal.gov](mailto:rsmith@montgomeryal.gov) ;**

**SUBMITTALS SHOULD BE MAILED OR HAND DELIVERED TO:**

**Robert Smith  
Planning Director  
City of Montgomery  
Planning Department  
25 Washington Avenue, 3rd Floor  
Montgomery, AL 36104**

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## **PURPOSE**

The City of Montgomery is soliciting a request for qualifications and request for proposals from professional service consulting firms for the purpose of professional consulting services for a transportation planning, transportation engineering and civil engineering bicycle and pedestrian facility projects using City of Montgomery and Montgomery County Commission allocated American Rescue Plan Act (ARPA) funding for up-to four specific projects in the City of Montgomery and Montgomery County Alabama.

Persons/Firms shall be licensed to practice in the State of Alabama and have proven expertise and experience and knowledge of regulations of the type of work as solicited under the Scope of Work Section of this proposal.

## **BACKGROUND/WORK NEEDS**

The City of Montgomery, the Capital City of the State of Alabama has a need for up-to four (4) professional services consultants to assist the City of Montgomery with transportation planning, transportation engineering and transportation design, as well as construction engineering, inspection (CEI), project management and bidding of construction work for all specified projects. Funding for this work is being supplied by City of Montgomery American Rescue Plan Act (ARPA) funding that was awarded to the City of Montgomery from the federal government under ARPA.

## **SCOPE OF WORK**

The City of Montgomery invites proposals/qualifications from transportation planning, transportation engineering and design firms to furnish all expertise, labor and resources for complete transportation planning, transportation engineering and design and construction period services for up-to four (4) specific projects. The following generally highlights the services that the selected professional service consultants will be required to perform:

- A. Refine, clarify, and define the project description, data, and requirements as necessary to develop a Schematic design of the project which meets the requirements and is within the stipulated “design-not-to-exceed” construction cost. Respond to all review comments and resolve outstanding design issues at the various phases by taking appropriate action in the design of the project.
- B. Prepare and provide specifications for the construction of the project.
- C. Prepare complete construction contract documents.
- D. Provide services to assist in bidding and the selection and award of the construction contract.

- E. Represent the Agency by presenting necessary oral and/or graphic presentations to any agency/group having interest in the project.
- F. Provide oversight for the construction phase, including but not limited to reviewing potential change orders, develop construction punch list and attend weekly construction meetings.

**PROPOSED TRANSPORTATION INFRASTRUCTURE PROJECTS LIST THAT PROFESSIONAL TRANSPORTATION CIVIL ENGINEERING SERVICES WILL BE NEEDED FOR IS AS FOLLOWS:**

**1. Riverfront Greenway Trail Extension Project**

**2. Selma to Montgomery National Historic Trail Project**

**3. Jackson Cut Rails to Trails Project**

**4. Cypress Nature Preserve Trail Project**

**PROPOSAL FORMAT**

In order to be considered responsive to this RFQ/RFP, each proposal must conform to the following requirements.

Cover Letter

Submittal of a cover letter stating interest and the name, title, telephone number, e-mail address and the name of the key contact person. This individual cannot be replaced without City of Montgomery Planning Department, Civil Engineering Department or Traffic Engineering Department's written approval.

Qualifications of the firm

- A brief company profile, including types of service offered; the year founded; number, size, and location of offices; number of employees.
- A general description of the firm's financial condition, and any other condition (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the firm's ability to complete the project.
- A brief company history of comparable work (experience doing transportation planning, transportation engineering and design and construction administration types of work). Describe all firms' related experience in performing work of a similar nature to that solicited by this RFP/RFQ.
- Experience in working with various governmental and regulatory agencies that may have jurisdiction over the approval of the work specified in this RFP/RFQ.
- Resumes of key employees.

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- A detailed listing of all required federal and state licenses needed to perform the services requested, in whose name such licenses are issued.

### References

A minimum of three (3) references should be provided. Furnish the name, title, address, and telephone number of the person at the client organization who is most knowledgeable of the representative work performed.

### Additional Information

Include any additional information deemed pertinent to the Proposal. Lengthy narrative is discouraged, and presentations should be legible, brief, and concise.

### Statement of Commitment and Signature

Each respondent shall fully execute the Understanding of RFP/RFQ Procedures, Terms and Conditions, Attachment A and submit with the proposal. By signing the Terms and Conditions the respondent agrees that they are in compliance with all applicable affirmative action, business registration and/or any other requirements of law with respect to its business activities.

### License and Insurances

The qualified consultant must be licensed to conduct business in the State of Alabama, must be a licensed professional engineer in the State of Alabama and must carry a General Liability Insurance policy at a minimum of \$1,000,000 (the City of Montgomery must be named as an additional insured). Certificate of insurance must be provided with fully executed contract.

## **SUBMITTALS**

Respondents must submit an original and Five (5) copies of their Proposals and must be received by **5:00 P.M. on Tuesday, April 30, 2024** at the following location:

**Robert Smith  
Planning Director  
City of Montgomery  
Planning Department  
25 Washington Ave, 3rd Floor  
Montgomery, AL 36104**

Proposals will not be accepted by facsimile transmission or e-mail.

Any and all Proposals not received by **5:00 P.M. on Tuesday, April 30, 2024** will be rejected. Responses should include all information requested and responses which fail to meet the requirements set forth herein or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

## **INQUIRES**

All inquires and questions about this proposal must be submitted in writing by email to **Robert Smith** at the email address listed on the front cover of RFQ/RFP document: Questions will be compiled and answered on a weekly basis or sooner.

## **EVALUATION AND SELECTION**

Qualifications/Proposals will be evaluated on the basis of the most qualified and best proposal to complete the job and or project.

1. Expertise and past experience of the transportation planning, engineering and design in providing services on projects of similar size, scope and features as those required on this project.
2. Availability to accommodate the required services;
3. Qualifications and experience of the transportation planning, transportation engineering and design project manager or principal to be assigned to this project.

### Evaluation Criteria

Evaluation of proposals will be performed by City Planning Department Staff, Traffic Engineering Department Staff, City Engineering and Environmental Services Department Staff, the Mayor's Office Staff and Others as needed. The Proposals will be evaluated on the firm's ability to meet the requirements of this RFQ/RFP. Some heavily weighted, specific evaluation criteria, among factors, will include:

- Relevant Experience and Qualifications of the Firm –Experience of the team in performing work on similar projects; experience working with the public and agencies; strength and stability of the firm and client references. **20%**
- Scope of Work - Depth of understanding of requirements to do work requested for this contract and ability/capability to do the work prescribed based on experience. **20%**
- Completeness of Response – Completeness of response in accordance with the RFQ/RFP instructions. **20%**
- Disadvantaged Business Enterprise (DBE) Participation by either the primary consultant/firm or sub-consultants involved. **20%**

- Approach on how the prescribed work can be done/completed. **20%**

Total Points = **100%**

### **Oral Interviews/Other Information**

Oral presentations and interviews with questions and answers may or may not be requested as a determining factor of contract award.

All proposals become the property of the City of Montgomery upon submission. The cost of preparing, submitting and presenting a proposal is the sole expense of the consultant. The City of Montgomery reserves the right to reject any and all proposals received as a result of this solicitation with any qualified source, to waive any formality and any technicalities or to cancel the RFQ in part or in its entirety if it is in the best interest of the City of Montgomery.

The City of Montgomery reserves the right to request clarification of information submitted and to request additional information of one or more respondents.

It will be necessary for responding parties to comply fully with the general terms and conditions outlined in this document if they are to be considered. A letter attesting the respondent has read and understands all procedures is a part of the initial submission requirements (Use Attachment).

### **Disadvantaged Business Enterprises (DBE)**

The City of Montgomery strongly encourages the use of Disadvantaged Business Enterprises (DBEs) for this contract. In this regard, the City of Montgomery has an overall DBE goal for this contract of a minimum of thirty-percent (30%).

Firms submitting proposals will be required to provide the following information:

- The names and addresses of the DBE firm(s) that will participate on the project team or contract services.
- A description of the work that the DBE firm(s) will perform.
- An estimate of the percentage of work by dollar amount that the DBE firm(s) will perform.
- If the established DBE goal for this project cannot be met, then evidence of a good faith effort must be provided. Further, if the DBE goal percentage can't be met then a reasonable DBE goal percentage may be able to be negotiated.

The firm that is selected for negotiation will have to provide signed documentation of commitments to use DBE firms and confirmation from the DBE firms prior to entering negotiation and contract signing.

Creativity in achieving DBE participation is allowed. Real proof is required.

### **FEDERAL REQUIRED CLAUSES**

Consultant shall at all times comply with all applicable American Rescue Plan Act (ARPA) regulations, policies, procedures and directives, including without limitation those listed directly

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or as they 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.

Contractor agrees to comply with the subsections of this Section and to include these requirements in all subcontracts of every tier. The following are Federal Clauses and/or Certifications are required to be signed in order to comply with federal law(s): **Buy America, Lobbying, and Suspension and Debarment.**

#### **TERMINATION**

The following language outline conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

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

**b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Montgomery may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Montgomery that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Montgomery, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** the City of Montgomery in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City of Montgomery's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the City of Montgomery setting forth the nature of said breach

or default, the City of Montgomery shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Montgomery from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

**f. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Montgomery may terminate this contract for default. The City of Montgomery shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will 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 the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Montgomery.

## **NO OBLIGATION BY THE FEDERAL GOVERNMENT**

- (1) The City of Montgomery and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Montgomery, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by ARPA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTIONS**

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the



Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the ARPA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded using ARPA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above clauses/certifications in each subcontract financed in whole or in part with Federal assistance provided by ARPA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**ACCESS TO RECORDS** - The following access to records requirements apply to this Contract:

The Contractor agrees to provide the City of Montgomery, the United State Treasury Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the U.S Treasurer Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to provide the Purchaser, U.S Treasury Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Purchaser, the Treasury

Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

## **INCORPORATION OF ARPA TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by ARPA/U.S. Department of Treasury, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. Treasury Department, as set forth in guidelines are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all ARPA/Treasury mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any **(the City of Montgomery)** requests which would cause **(the City of Montgomery)** to be in violation of the ARPA/U.S. Treasury Department terms and conditions.

## **CHANGES IN FEDERAL LAWS AND REGULATIONS**

The Contractor shall at all times comply with all applicable ARPA/U.S. Treasury Department regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between Procuring Agency and U.S. Treasury Department that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **Conflict of Interest**

No employee, officer, board member, or agent of the City of Montgomery participate in the selection, award, or administration of a contract supported by American Rescue Plan Act (ARPA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

### **Civil Rights**

- (1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements U.S. Treasury Department may issue.
- (2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

- a. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements U.S. Treasury Department may issue.
- b. **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements U.S. Treasury Department may issue.
- c. **Disabilities** - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 et seq., the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:
  - i. U.S. DOT regulations "Transportation Services for Individuals with disabilities (ADA)" 49 C.F.R. Part 37;
  - ii. U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
  - iii. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) 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;

- iv. U.S. DOJ regulations “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
- v. U.S. DOJ regulations “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities.” 28 C.F.R. Part 36;
- vi. U.S. GSA regulations “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;
- vii. U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
- viii. U.S. Federal Communications Commission regulations “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 49 C.F.R. Part 64, Subpart F;
- ix. U.S. Architectural and Transportation Barriers Compliance Board regulations, “Electronic and Information Technology Accessibility Standards.” 36 C.F.R. Part 1194;
- x. FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- xi. Any implementing requirement FTA may issue.

- d. **Access to Services for Persons with Limited English Proficiency.** The Consultant agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Guidance to the M Public Transit System on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.
- e. **Environmental Justice.** The Consultant agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note.
- f. **Other Nondiscrimination Statutes.** The Consultant agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to this Contract.

- (3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by U.S. Treasury Department under ARPA, modified only if necessary to identify the affected parties.

**Disadvantaged Business Enterprises**

The Federal Fiscal Year goal has been set for the grantee of sub-grantee in an attempt to match projected procurements with available qualified disadvantaged businesses. The goals for budgeted professional service contracts, and construction for Disadvantaged Business Enterprises have been established as set forth by the ARPA.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the Consultant is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBEs in the work provided, (name of grantee) may declare the Consultant noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

- a. **Policy** - It is the policy of the City of Montgomery that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this procurement and any additional procurements caused by work completed under this procurement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Contract. The Consultant agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts. The grantee or sub-grantee shall promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of procurement activities is encouraged.
- b. **DBE obligation** - The Consultant and its sub-Consultants agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Consultants and sub-Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- c. Where the Consultant is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, the grantee or sub-grantee may declare the Consultant non-complaint and in breach of contract.
- d. The Consultant will keep records and documents for a reasonable time following performance of this contract to indicate compliance with grantee or sub-grantee DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of grantee or sub-grantee and will be submitted to grantee or sub-grantee upon request.
- e. The grantee or sub-grantee will provide affirmative assistance as may be reasonable and necessary to assist the prime Consultant in implementing their

programs for DBE participation. The assistance may include the following upon request:

- i. - Identification of qualified DBE
  - ii. - Available listing of Minority Assistance Agencies
  - iii. - Holding bid conferences to emphasize requirements
- f. The DBE Goal for this procurement is 30%.

### **Environmental Protection**

The Consultant agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended 42 U.S.C. subsection 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994, FTA statutory requirements on environmental matters at 49 U.S.C. section 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq. and joint FHWA FTA regulations, "environmental Impact and Related procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and when promulgated, FHWA/FTA joint regulations, "NEPA and Related Procedures for Transportation Decision making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 1420 and 49 C.F.R. Part 623.

### **Energy Conservation**

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

### **Debarment and Suspension**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by the (procuring agency). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the (procuring agency), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further

agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **No Federal Government Obligations to Third Parties**

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

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

### **False or Fraudulent Statements and Claims**

- (1) The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project. Accordingly, by executing the Grant Agreement or Cooperative Agreement, the M Public Transit System certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may apply, the M Public Transit System also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Consultant to the extent the Federal Government deems appropriate.
- (2) The Consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, or agreement with or to the Federal Government involving a project authorized by 49 U.S.C. chapter 53 or any other Federal statute, the Federal Government reserves the right to impose on the M Public Transit System the penalties of 18 U.S.C. § 1001 or other applicable Federal statute to the extent the Federal Government deems appropriate.
- (3) The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-Consultant who will be subject to the provisions.

### **Privacy**

To the extent that the Consultant, or its sub-Consultants, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, Consultant agrees to comply with, and assure the compliance of its sub-Consultants, if any, with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act).

The Consultant shall obtain the express consent of the Department and the Federal Government before the Consultant, and any sub-Consultants, or any of their respective employees operate a system of records on behalf of the Federal Government. Failure to do so may result in termination of the Contract and civil and criminal penalties for violation of the Privacy Act.

**State and Local Disclaimer**

The City of Montgomery does not warrant or make any representation as to the accuracy or completeness of the information, text, graphics, links and other items contained in this document or on this server or any other server. Such materials have been compiled from a variety of sources and are subject to change without notice from the State and FTA.

**Hold Harmless**

Except as prohibited or otherwise limited by State law, the Consultant agrees to indemnify, save, and hold harmless the City of Montgomery of this Contract and its officers, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Consultant or sub Consultant in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the Consultant.



**Attachment A**  
**(To be returned with proposal submission)**

**Understanding of RFQ/RFP**  
**Procedures, Terms and Conditions**

**Invitation to Submit Proposals**

I acknowledge I have read and understand all procedures and requirements of the above referenced RFQ/RFP and have complied fully with the general terms and conditions outlined in the RFQ/RFP.

**Representative's Signature:** \_\_\_\_\_

**Representative's Printed Name:** \_\_\_\_\_

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