

# **Lincoln County/Lincoln County Regional Planning Commission(LCRPC)**

## **REQUEST FOR PROPOSALS FOR TRANSPORTATION PLANNING SERVICES**

Lincoln County/LCRPC is seeking proposals for Transportation Planning Services. Funding for this contract will be coming from the Federal Highway Administration (FHWA).

### **1. PROPOSALS ARE TO BE RECEIVED AT Lincoln County Commissioners Office NO LATER THAN:**

Date Due: **Monday, December 15, 2014** Local Time: **2:00 p.m.**

**Proposals must be received prior to the time and date for which they are due.**

**Late Proposals.** Any proposal, portion of a proposal, or unrequested proposal revision received at the Lincoln County Commissioners Office after the time and date specified on the cover page of this RFP **will not** be accepted.

### **2. COMMUNICATIONS IN REFERENCE TO THIS RFP**

Any communication in reference to this RFP shall be in writing by fax or email and directed to the RFP Coordinator listed below. All correspondence must reference the RFP Project Name (LCRPC Transportation Planning Services) in the subject line.

Name: Mary Ellen Barnes

Title: Executive Director, Lincoln County Regional Planning Commission

Office: 207-882-5188

Fax: 207-882-7308

E-Mail: [mbarnes@lcrpc.org](mailto:mbarnes@lcrpc.org)

### **3. REQUEST FOR CLARIFICATION/RFP AMENDMENTS**

During the proposal preparation period, all requests for clarification and/or additional information must be submitted via e-mail to the RFP Coordinator referenced in Section 2 of this RFP by no later than **4:00 pm** on Friday, December 5, 2014. Lincoln County reserves the right to answer or not answer any question received. Late requests for clarification will not be accepted. When appropriate, responses to clarification requests will be emailed no later than close of business on Tuesday, December 9, 2014.

### **4. PROPOSAL REQUIREMENT – SCOPE OF WORK**

#### **EXHIBIT A**

#### **PROGRAM OF PROJECTS & SCOPE OF WORK**

## **Task 1: State Level Coordination**

Lincoln County Regional Planning Commission (LCRPC) shall assist MaineDOT's Bureau of Planning with its planning efforts, including its outreach and coordination needs with transportation stakeholders in LCRPC's service area

### **Long-Range Plan (LRP) Assistance (to meet July 1, 2015 schedule)**

LCRPC will assist MaineDOT in its public involvement and other efforts regarding transportation planning. LCRPC will provide customer outreach and logistical support for organizing any required regional meetings. LCRPC will review MaineDOT draft documents and provide comments to the MaineDOT.

#### **LCRPC agrees to perform the following tasks:**

- Assist in development and delivery of LRP production schedule.
- Assist in development and distribution of targeted (media-friendly) user surveys.
- Assist in development of media outreach tools, e.g., Internet, etc.)
- Assist in planning, scheduling and staffing focus groups, regional forums, or workshops.
- Identify major stakeholders to attend such meetings.
- Develop public notification and handout materials for such meetings.
- Record and transcribe any meeting minutes or public comments at these meetings.
- Assist with public involvement efforts consistent with MaineDOT guidelines and the needs of the region.

#### **LCRPC agrees to the following :**

- Participate in the development of innovative methods to solicit customer input.
- Assist MaineDOT in synthesizing and linking the "family of plans" to the LRP.
- Comment as needed for respective documents.

#### **MaineDOT Involvement:**

- Provide guidance on plan development.
- Provide draft and final documents.

## **Contract Administration and Management**

#### **LCRPC agrees to perform the following tasks:**

- Billing and budgeting administration duties relating to the contract.
- Coordination, attendance and participation in Quarterly Coordination Meetings with MaineDOT, other regional planning organizations, Maine Turnpike Authority, Maine Municipal Planning Assistance Program (Department of Agriculture, Conservation and Forestry - DACF), and other planning partners. Locations of said meetings to be determined by all Regional Planning Organizations (RPO).
- Develop miscellaneous correspondence as needed with MaineDOT, other regional planning organizations, the Maine Turnpike Authority, and other planning partners.
- Develop and submit invoices, monthly and semiannual progress and financial summary reports, in accordance with the terms of this agreement.

- Website maintenance and other public information dissemination relating to this Letter of Assignment.
- Training and conference participation required or recommended and authorized by MaineDOT relating to the contract.
- Other administrative duties relating to state-level coordination and not specific to any other task.

LCRPC agrees to the following:

- Staff attendance and participation, as needed, at a joint FHWA-MaineDOT training session regarding contract administration and finances.
- Staff attendance and participation at four (4) quarterly coordination meetings. The host regional council shall provide a note taker, generate and distribute meeting minutes to all invited participants and other meeting attendees.
- Notes and presentation material from conferences, seminars, workshops and other Letter of Assignment-funded personnel development activities. In addition, LCRPC will, upon request by MaineDOT, make a presentation to MaineDOT and the other RPOs of the highlights of the development activity.
- Website and administrative outreach efforts.
- Monthly progress and Financial Summary reports on contract status including a one-page bulleted summary sheet depicting major accomplishments and major issues and a Task-oriented one-page financial summary sheet listing budgets, previous expenditures, current period expenditures and amount of budget remaining for each Task. The Financial Summary shall be in the format prescribed by MaineDOT.

MaineDOT Involvement:

- Provide training on contract administration and finances.
- Provide guidance on contract developments.
- Coordination of quarterly coordination meetings
- Provide comments to monthly, semi-annual, and financial reports
- Provide reporting format to LCRPC.

**Professional Development**

LCRPC shall maintain staff expertise in the planning discipline through education, training and professional development. It should be noted that these activities are generally paid through overhead and not as a direct expense. Activities such as conferences, trainings, and webinars that directly benefit transportation planning for the communities may be approved as a direct expense. These must be approved, in writing, by MaineDOT prior to registration.

LCRPC agrees to perform the following tasks:

- Attend conferences, seminars, workshops and other training opportunities directly related to improving transportation or planning for communities subject to advance concurrence by MaineDOT.
- Make all necessary arrangements and secure the lowest reasonable travel and lodging costs, and shall provide overall budget costs to MaineDOT for approval well in advance of the activity. Overnight travel must be within approved State and Federal Per Diem Rates.

LCRPC agrees to the following:

- Provide copies of notes, presentations, handouts and other materials to MaineDOT.
- Make a presentation at the next quarterly coordination meeting, or at other venue as requested by MaineDOT.

MaineDOT Involvement:

- Inform LCRPC of suitable training/educational opportunities.
- Determine eligibility for LCRPC to attend out-of-state training opportunities.

**Task 2: Regional Coordination**

**Support for Regional Transportation, Land Use and Economic Development Planning**

LCRPC shall coordinate and work with communities to encourage them to consider transportation, land use and economic development in concert with their comprehensive planning activities. LCRPC shall establish and/or maintain a Regional Transportation Committee (RTC) for transportation to assist with policy development, implementation and advocacy.

The RTC should be comprised of citizen volunteers from across the spectrum of transportation interests. Interests represented include local governments, environmentalists, land use, business, trucking, alternative modes, and the general public who broadly and fairly represent their regions and ensure meaningful opportunities for municipal consultation and public involvement.

The RTC should include, if possible, the manager or chief elected official of the service center(s) within each regional Labor Market. These officials, although representing their community interests, are expected to represent broad-based municipal interests within a region versus serving as advocates for a specific community.

The transportation committee will meet as needed but no less than every three (3) months.

LCRPC agrees to perform the following tasks:

- LCRPC shall establish and maintain a Regional Transportation Committee, to advise them on regional transportation needs.
- LCRPC, with assistance from MaineDOT, shall define issues to be addressed by the transportation committee.

LCRPC agrees to the following:

- Invite MaineDOT to attend all Regional Transportation Committee meetings.
- Include with monthly invoice agendas and minutes of transportation committee meetings a listing of all accomplishments and services provided.

MaineDOT Involvement:

- Assist LCRPC in establishing issues for the CY2015 Letter of Agreement and the CY2016 Letter of Agreement that follows.
- Attend Regional Transportation Committee meetings.

- Assist LCRPC and the Regional Transportation Committee in defining issues, agendas and methods to address same, and to establish prioritized implementation plans specific to LCRPC's region.

### **Development of Multi-Modal Corridor Management Plan(s)**

LCRPC will continue to develop a Multi-Modal Corridor Management Plan (MMCMP) on one of the Region's highest-priority Corridors of Regional and Economic Significance for Transportation (CREST), in accordance with the previously-developed Multi-Modal Corridor Management Planning Manual. Once completed, LCRPC shall select at least one high priority strategy to focus on for implementation. With prior approval, MaineDOT may support the initiation of one additional IVIMCMP in the region.

LCRPC agrees to perform one or more of the following tasks as appropriate if a new MMCMP is identified as a need on another corridor:

- Identify all existing MMCMPs in the region, what year each was completed, and determine if any need update and/or any corridor is still in need of a MMCMP.
- Identify and bring together corridor stakeholder group/advisory committee.
- Develop purpose and need for identified corridor.
- Establish goals for corridor.
- Define limits of corridor as well as operation context and characteristics.
- Identify/collect data relevant to the corridor.
- Develop public participation strategies for planning process.
- Analyze corridor plan data.
- Identify pedestrian deficiencies, including roads in need of sidewalks, and road corridor deficiencies.
- Identify areas without paved shoulders that assist with bicycle and pedestrian safety. Develop prioritized recommendations and implementation plan.
- Develop Memorandum of Agreement with communities, MaineDOT and other relevant stakeholders.

LCRPC agrees to deliver the following:

- Agendas, meeting notes, and the meeting materials on the documenting planning process.
- Website and administrative outreach efforts.
- Monthly and Semi-Annual status reports.
- Draft Plan.
- Final plan.
- Map of existing Management Plans Locations, and year completed

MaineDOT Involvement:

- Provide guidance on MMCMP developments.
- Attend public meetings on an as-needed basis.
- Provide comments to draft and final reports.

History of Growth Maps, using a USGS base, are a useful optional tool in helping communities understand the direct connection between land use pattern and transportation impacts. LCRPC may

identify the towns on a corridor that will be involved in a MMCMP and develop the maps as an analysis tool.

### **Task 3: Local Coordination**

#### **Ordinances and Other General Municipal Technical Assistance**

LCRPC shall assist communities within its jurisdiction in the preparation of municipal ordinances and other activities intended to provide the communities with increased knowledge and ability to achieve improvements in transportation and land use management.

#### **LCRPC agrees to deliver the following:**

- Ordinances, e.g., access management provisions.
- Model ordinances.
- Road safety audits.
- Training packages.
- Other materials used to assist the municipalities.

#### **LCRPC agrees to perform the following tasks:**

- Review MaineDOT Work Plan to identify funded projects in region, and communicate with Project Manager and communities on project elements, schedule, and implementation.
- Provide data (traffic counts, crash data, etc.) to municipalities as requested.
- Provide 2010 Census and American Community Survey transportation data to municipalities.
- Serve as a liaison between MaineDOT and the municipalities as needed.
- Assist municipalities in tracking project funding and progress.
- Attend project meetings as needed or requested by municipalities.
- Respond to inquiries regarding project status as needed.
- Communicate with project managers and provide information as needed.
- Work with MaineDOT staff to conduct enhanced project scoping for one project in the region.
- Assist municipalities in transportation grant-writing when requested.

#### **LCRPC agrees to deliver the following:**

- Attendance at project meetings.
- Grant applications for projects as needed.
- Data and other information will be provided to municipalities upon request.
- Coordination between the municipalities and MaineDOT.

#### **MaineDOT Involvement:**

- Coordination with LCRPC and municipalities for construction projects in the region.
- Provide transportation data to LCRPC and the municipalities as needed.

#### **Bicycle and Pedestrian Planning**

Work with local bicycle and pedestrian groups to help plan projects, conduct research and facilitate meetings.

LCRPC agrees to perform the following tasks:

- Meet with bicycle and pedestrian groups.
- Research information on potential project with possible assistance in writing grant applications.

LCRPC agrees to deliver the following:

- Meeting minutes and agendas.
- Progress reports to outline progress of goals and tasks related to the bicycle and pedestrian plan.
- Draft and final grant applications.

## **Enhanced Project Scoping**

MaineDOT has requested that the Regional Planning Organizations identify projects in their region that may be considered for Enhanced Project Scoping (EPS). Such projects are typically, but not always, highway reconstructions or bridge replacements. The most challenging aspect of these jobs is identifying what community concerns might exist; these concerns in turn inform the design considerations.

LCRPC agrees to perform the following tasks if needed:

- Identify potential projects that may be located in one or more communities.
- Work with local stakeholders (local officials, business owners, residents, etc.) to identify context sensitive issues that should be considered in the design process.
- Attend project meetings with local stakeholders and MaineDOT.
- Serve as a liaison between MaineDOT and the municipalities as needed.

## **END OF SCOPE OF WORK**

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## **5. PROPOSAL RATING AND SELECTION PROCESS**

- a. Proposal Rating. Proposals will be reviewed and rated using the responses to the Proposer Information outlined in this RFP.
- b. This is a Qualifications Based Selection (QBS) process, and therefore Technical Proposals alone will be used to select the successful proposer. Once the successful proposer has been selected, the government estimate will be compared against the successful proposer's Price Proposal and contract negotiations will begin.

## **6. PROPOSER INFORMATION**

- a. **Proposer's Qualifications (20) points:** Identify the **key** staff your company will assign to fulfill the contract requirements (Contract Managers, contact people, or assigned technicians). Provide resumes describing the educational and work experiences for those **key** staff.
- b. **Proposer's Experience (45) points:** Describe the Proposer's experience and capabilities providing similar services to those required. Identify at least five (5) projects with whom your

company has done business similar to that required in this RFP in the last five (5) years. Include points of contact (client's company name, contact name, address, and telephone number), a brief description of the project, dates of the project and results.

- c. **Proposer's ability to control Schedule and Costs on this project (25) points.**
  - i. Methods for controlling costs – quality control – assuring constructability. Provide a brief outline of methods used by the firm to control and monitor client costs, control quality, and if applicable, assure constructability of design plans.
  - ii. Schedule/Workload/Communication. Provide a brief outline of your firm's methods of schedule control and ability to handle projected workload. Discuss project coordination with the Lincoln County RPC. Describe how your firm will manage its role in this project and how it intends to maintain effective communication for the assignment.
- d. **Proposer's References (10) points:** Provide at least 3 work references including points of contact (person's name, company name, address and telephone number), and a brief description of the projects with dates. If contacted, all references must verify that a high level of satisfaction was provided. The Lincoln County RPC will determine which, if any, references are contacted. The results of any reference checks will be provided to the scoring committee and used when scoring the Technical Proposal.
- e. **Contact Information:** Provide the name, address, phone number, FAX number, and e-mail address of Proposer in the proposal.
- f. **Signature Page:** A signature page must be included with the Technical and Price Proposals stating that "I certify that all of the information contained in this Technical/Price Proposal is true and accurate.
- g. **Schedule:** Include a schedule outlining project deliverables and any other relevant milestones.
- h. **Acknowledgement of Amendments:** The Proposer shall include reference to all amendments in their response to this RFP.

## 7. PACKAGING AND SUBMITTING YOUR TECHNICAL AND PRICE PROPOSALS

- a. **Organization and Format.** Your Technical Proposal, which should be organized as closely as practicable to the format and sequence indicated in these proposal instructions must be submitted as outlined below.
- b. **Font Type and Size:** Times New Roman – 12 Font
- c. **RFP Number & Title.** The Proposer's full business name and address as well as the assigned RFP number and RFP title must be written on your Proposal Package.
- d. **Hard Copy.** Technical Proposals must be submitted as follows: Five (5) copies of the Technical Proposal must be submitted in hard copy format accompanied by a DVD or CD in Portable Document Format (PDF), MSWord 2000 Format or greater.
- e. **Price Proposal:** The Price Proposal shall be provided in a separately sealed envelope. Prices shall be outlined for all required items. Each proposal will be evaluated for all criteria, and then costs shall be evaluated independently. **NO MENTION OF PRICE SHALL BE INCLUDED IN OTHER SECTIONS OF THE PROPOSAL; OTHERWISE THAT PROPOSAL SHALL BE REJECTED.**



- f. **Proposal Package Submittal:** Proposal packages must be mailed/delivered as follows:

<b>Regular Mail Proposal Delivery</b>	<b>Hand Carried Proposer Delivery</b>	<b>Hand Carried Proposals from Federal Express/UPS Delivery</b>
Address to: John O'Connell, County Administrator P. O. Box 249 Wiscasset, ME 04578	Address to: John O'Connell, County Administrator Lincoln County Courthouse 32 High Street Wiscasset, ME 04578	Address to: John O'Connell, County Administrator Lincoln County Courthouse 32 High Street Wiscasset, ME 04578

## 8. GENERAL INFORMATION

- a. The contract resulting from this RFP will be governed by the most recent version of the Maine Department of Transportation's Consultant General Conditions. A copy of the Consultant General Conditions is available at MaineDOT's website:  
<http://www.maine.gov/mdot/cpo/docs/general/consultant-general-conditions.pdf>.
- b. This RFP does not commit Lincoln County to pay any costs incurred in submitting your proposal, making studies or designs for preparing the proposal or in procuring or sub-contracting for services or supplies related to the proposal.

## 9. CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE

### **Certified DBE**

MaineDOT Certified Disadvantaged Business Enterprise (DBE) consultants are encouraged to apply as the prime consultant for this work. It is important the DBE consultants take advantage of this RFP to at least gain entry to the MaineDOT Prequalification List for transportation project related services. Non -DBE consultants shall ensure that DBEs have the maximum opportunity to participate in the performance of any project contract in accordance with MaineDOT current requirements for DBE utilization when utilizing subconsultants. Consultants certified by another state's transportation agency must be certified by MaineDOT.

Current requirements may be found at the MaineDOT website, "Certified Disadvantaged and Women Business Enterprise" directory available at; <http://www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php>, or by contacting:

**Maine Department of Transportation  
ATTN: Sherry Tompkins, Civil Rights Unit  
Civil Rights Office  
16 State House Station  
Augusta, ME 04333  
Tel#: 207-624-3066  
Fax#: 207-624-3021**

## 10. PROPOSAL PRICING

Price Proposal, Elements of Supporting Data consist of the following:

- 1) **Direct Labor**. Please list all employees including their classifications for the employees who are expected to perform services on this project. Please provide a breakdown of each employee's salary rate including direct labor, indirect labor, and profit. Please show all calculations in detail, and include payroll records supporting these rates.
- 2) **Indirect Labor (Overhead)**. Please provide a copy of your latest audited corporate overhead rate report with supporting documentation
- 3) **Profit**. The percentage of profit is based on criteria specific to a project including, degree of risk, relative difficulty of work, size of job, etc.
- 4) **Direct Expenses**. Please provide a breakdown of direct expenses, including mileage, lodging, photocopying costs, etc. anticipated for this project. Direct expenses shall be reimbursed at cost, and travel expenses shall be reimbursed in accordance with the current per diem/mileage rates located at <http://www.maine.gov/osc/travel/addtltravelinfo.shtml> & <http://www.gsa.gov/portal/category/21287>
- 5) **Subconsultants**. Please identify each effort to be subcontracted. List the selected sub-consultant's name, location, amount proposed and type of contract. Describe the cost or price estimates for each subcontract. Please note that there is no mark up allowed on subconsultant costs.

## 11. CONTRACT TERM, TYPE AND PAYMENT METHOD

The initial contract term shall be for a period of Two (2) years, commencing upon approval of the contract documentation. At the MaineDOT's discretion, the contract may be renewed for up to Two (2) additional one year periods.

The contract type utilized for this project shall be a Project Contract and the method of payment shall be Lump Sum (reimbursement as work is done).

## 12. CONFIDENTIALITY

The information contained in proposals submitted for Lincoln County consideration will be held in confidence until all reviews are concluded and the award notification has been made. At that time, the full content of the proposals becomes public record and is therefore available for public inspection upon request.

According to State procurement law, the content of all proposals, correspondence, addenda, memoranda, working papers, or any other medium which discloses any aspect of the request for proposals process will be considered public information when the award decision is announced. This includes all proposals received in response to this RFP, both the selected proposal and the

proposal(s) not selected, and includes information in those proposals which a Proposer may consider to be proprietary in nature.

### **13. DEBARMENT CERTIFICATION**

By submitting to this RFP, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. 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 (b) of this certification; and
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of Lincoln County Regional Planning Commission.

# FHWA-1273 Required Contract Provisions for Federal-Aid Non-Construction Contracts

(from Contract Procurement Office, Rev. 12/31/12)

## GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

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## NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby

minority group applicants may be referred to the contractor for employment consideration.

- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
  - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. **Training and Promotion:**
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to

solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

1. The number of minority and non-minority group members and women employed in each work classification on the project;
2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

\* \* \* \* \*

## **NONSEGREGATED FACILITIES**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.



- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

\* \* \* \* \*

## **SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## **FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and

honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

## **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

\* \* \* \* \*

## **IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

\* \* \* \* \*

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

### **a. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

- i. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- ii. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into

this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- iii. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- iv. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- v. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- vi. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- vii. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- viii. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- ix. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to

exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- x. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. 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 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

### **Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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.
2. 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.