

Hinesville Area Metropolitan Planning Organization

**REQUEST FOR PROPOSALS**  
**(RFP 21-01)**  
**PROFESSIONAL CONSULTING SERVICES**  
**FOR THE**  
**SR 196 / SR 119 / EG Miles Parkway**  
**Corridor Study**



**Dated: August 17, 2021**  
**RFP's due by 2:00 PM on September 17, 2021**



**HINESVILLE AREA METROPOLITAN PLANNING ORGANIZATION  
REQUEST FOR PROPOSALS  
PROFESSIONAL CONSULTING SERVICES  
SR 196 / SR 119 / EG MILES PARKWAY CORRIDOR STUDY**

The Hinesville Area Metropolitan Planning Organization (HAMPO) is requesting proposals for professional consulting services to conduct a corridor study for SR 196 / SR 119 / EG Miles Parkway from General Screven Way to SR 119 / Airport Road / 15<sup>th</sup> Street.

Services required consist of a comprehensive corridor analysis to understand existing and future transportation issues and recommendations on how best to utilize the various public and private transportation funds available for capital improvements for the corridor.

The RFP is available on HAMPO's website: <http://thelcpc.org/haHAMPO/rfq-engineering-services/> or the HAMPO office, 100 N. Main Street, Suite 7520 (Rm 2100), Hinesville, GA 31313, or email [jrocketson@thelcpc.org](mailto:jrocketson@thelcpc.org) or via telephone at (912) 408-2030.

RFP is due **September 17, 2021** by 2 PM at the HAMPO Offices.

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This publication was prepared in cooperation with the Department of Transportation, State of Georgia, and Federal Transit Administration. The opinions, findings, and conclusions in these publications are those of the author(s) and not necessarily those of the Department of Transportation, State of Georgia, or the Federal Transit Administration.

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jricketson@thelcpc.org

Visit our website for the most up-to-date information and downloadable documents at [www.thelcpc.org](http://www.thelcpc.org).

HAMPO is committed to assuring full compliance with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance.

These laws include but are not limited to Title VI of the Civil Rights Act of 1964 ("Title VI"), the Civil Rights Restoration Act of 1987 (P.L. 100.259), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324) (sex), Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended.

HAMPO does not discriminate against persons in the provision of its programs, services or activities.

HAMPO is a direct recipient of federal grants from the US Department of Transportation and therefore the following statement shall be included in all solicitations:

"The Georgia Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d- 42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award."

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## **INTRODUCTION**

### **RFP is due September 17, 2021 at 2 PM**

For the purposes of this contract and project, HAMPO must comply with funding rules and regulations of the Federal Highway Administration (FHWA), Federal Transit Administration (FTA) and the Georgia Department of Transportation (GDOT) as well as other federal, state and local funding sources. The HAMPO is an Equal Opportunity Employer. Disadvantaged Business Enterprises are encouraged to submit proposals and no proposer will be subject to discrimination based on race, color, religion, ancestry, national origin, age, gender, handicap, sexual orientation, veteran's status, or other protected class, as identified by law, in consideration of an award of contract.

The State of Georgia's Disadvantaged Business Enterprises (DBE) plan is race neutral with the use of DBEs and small businesses is encouraged.

The HAMPO is seeking a professional consulting firm to conduct a corridor study for SR 196 / SR 119 / EG Miles Parkway from General Screven Way to SR 119 / Airport Road / 15<sup>th</sup> Street.

The total project budget is not to exceed \$200,000 with an anticipated timeline of 9 months.

If your firm is submitting a proposal, please complete and return the "Acknowledgement of Receipt of RFP" as shown in the exhibits. Please see the section on submissions for contact information.

HAMPO reserves the right to waive any minor informality, or to issue addenda to this RFP. Any addenda issued will be emailed to all consultants of record that have completed and returned the RFP Acknowledgement of Receipt Form.

## **QUESTIONS**

Questions concerning this RFP must be submitted in writing via emailed to Jeff Ricketson. All responses to questions will be emailed to all consultants on record that have completed and returned the RFP Acknowledgement of Receipt Form.

Questions concerning the RFP will be accepted through **1 PM September 3, 2021** and written responses will be provided no later than **5 PM September 10, 2021**. Q&A will be posted to the HAMPO web page and email notice of same sent to registered proposers.

## **BACKGROUND AND PROJECT INTENT**

The objective of this project is to evaluate the SR 119/EG Miles Parkway corridor between General Screven Way and SR 119 / Airport Road located in Hinesville, GA. This corridor serves the primary entrance for the Liberty Regional Medical Center, commercial shopping plazas, residential subdivisions, the headquarters for City of Hinesville Public Works Department / Liberty Transit, and is located 1 mile from Fort Stewart Military Installation's main access gate. The corridor carries between 17,000 – 21,700 AADT with numerous at grade intersections and commercial drives, and cross sections varying between 4 lanes with unchannelized medians and 4 lanes with no median infrastructure. The corridor was also identified as a freight corridor in the HAMPO Freight Study serving as a connecting facility to the Fort Stewart Freight Access on 15<sup>th</sup> Street.

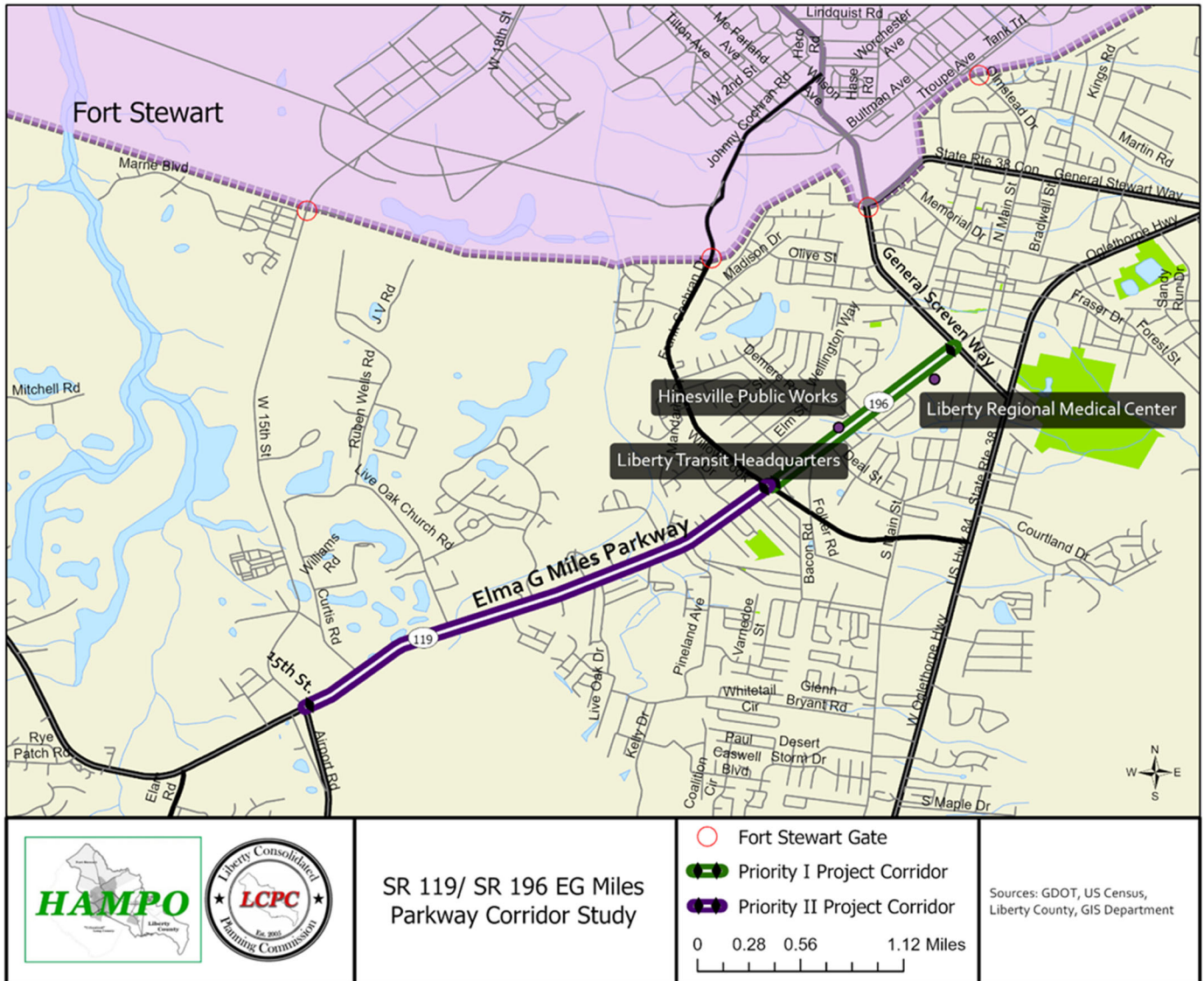
The 2045 HAMPO Metropolitan Transportation Plan was adopted in October 2020 and identified this roadway as a high crash corridor, as well as an area targeted for substantial land development. Two proposed developments within this study area are currently within the local rezoning and engineering process and have had special conditions assessed requiring traffic impacts analysis to be conducted. Three capacity, safety, and freight supportive operational enhancement projects were recommended by the MTP as high priorities for the MPO region. In addition, a local TSPLOST referendum was successfully passed for Liberty County in 2020 and identified this corridor as a key location for investment of 30% STIP eligible funding. Since the adoption of the MTP, GDOT District 4 performed a signal warrants analysis within this corridor and determined that operational improvements to facilitate existing AADT volumes were needed, while also recommending that a safety analysis be performed for the entire corridor. A coordination meeting was held with local and state elected officials, GDOT partners, industry experts, and local MPO leadership, where consensus was reached that a comprehensive corridor analysis is needed to understand existing and future transportation issues and how best to utilize the various public and private transportation funds available for capital improvements for the corridor.

While the entire corridor will be analyzed to ensure consistency for mid – long range MTP recommended improvements, emphasis will be placed on analyzing and preparing implementation ready recommendations for the segment currently experiencing development pressures and high crash rates.

Supporting the findings of the performance based, prioritized HAMPO 2045 MTP, the project has been divided into priority one (1) and priority two (2) sections as follows:

Priority 1 Section: General Screven Way to Veterans Parkway

Priority 2 Section: Veterans Parkway to SR 119 Airport Road



**SCOPE OF WORK:**

**Project Management**

- 1.1 The consultant will hold a project kick off meeting with HAMPO, GDOT, City of Hinesville and Liberty County. Following the kick-off meeting, the consultant will develop a project management plan within 14 days of Notice to Proceed that will include all details for completing the project, including staff organization, scope of work, schedule, deliverables and milestones, QA/QC approach, and all other project and communication protocols.
- 1.2 Monthly and quarterly progress reports to the HAMPO project manager in a template agreed upon by the consultant team and HAMPO staff.
- 1.3 Quarterly invoicing for the project to the HAMPO project manager no later than the tenth day after the close of the quarter.

## **Corridor Study**

The Corridor Analysis is expected to include the following elements:

- Data Collection: Land use Data and Traffic Counts
  - Counts must include freight volumes
- Review of Existing Plans and Documents
- Traffic Modeling of Existing Conditions and Future Development Scenarios
  - Incorporating Findings of Developer's Impacts Analysis
- Incorporation of GDOT Safety Audit Data and Recommendations
- Schematic Plans for Recommended Improvements
- Signal Warrants Screening and ICE Analysis for Intersections with Proposed Improvements
- Cost Estimation for Recommended Improvements
- Detailed Report Documenting Planning Process and Results

The study will also include stakeholder coordination throughout the planning process. The stakeholders will be identified in coordination with HAMPO staff. The consultant will also be responsible for the development and presentation of project progress to the HAMPO committees at project milestones.

## **Study Deliverables**

The results of the study will be documented in a final detailed report that identifies the study recommendations and the supporting details and technical analysis documentation. The recommendations will be prioritized into short term, mid-term, and long-term timeframes and will support the project programming in the HAMPO MTP and TIP.

## **ESTIMATED SCHEDULE**

RFP Released: 08/17/2021

Proposals Due: 09/17/2021

Consultant Interviews: To Be Determined; HAMPO reserves the right to require interviews for the short-listed firms

Estimated Consultant Selection and Notification: 10/30/2021

## **PROPOSAL REQUIREMENTS**

The consultant must provide a proposal that meets or exceeds all requirements listed in this RFP. The following, in general, should be included:

**Section 1: Transmittal Letter:** Transmittal letter on company letterhead introducing the consultant firm and team, firm history, firm ownership, address, email, and phone numbers of responsible office and contact person. The letter must be signed by an authorized agent of the company.

**Section 2: Firm Qualification and Experience of Key Personnel:** Provide evidence that demonstrates the knowledge and experience of the firm in the development of similar corridor studies as described in the scope and include client references for the similar projects described. The proposed personnel should demonstrate similar experience, preferably as a team. An organization chart of the



team members should be included.

**Section 3: Project Understanding and Approach:** Provide a description of how the firm proposes to complete the corridor study within the identified scope of work. This section should outline the project tasks and include a schedule for completion, both for tasks and the entire project.

**Section 4: Resumes:** Provide resumes of the personnel identified for this project. Resumes should be limited to one page. *These resumes are not included in the 20-page limit for the submittal.*

**Appendix:** The following shall be included in the Appendix. *These forms do not contribute to the 20- page limit for the submittal.*

**EXHIBIT A: GDOT PREQUALIFICATION:** Evidence that the proposer has been pre-qualified by GDOT for “1.01 Statewide Systems Planning” and “1.02 Urban Area and Regional Transportation Planning”. The proposer may also list other pre-qualifications related to the proposed study.

EXHIBIT B: ACKNOWLEDGEMENT OF RECEIPT OF RFP\* Form found on Page 12

EXHIBIT C: GENERAL INFORMATION FORM: Form found on Page 13

EXHIBIT D: DBE UTILIZATION FORM: Form found on Page 14

EXHIBIT E: CERTIFICATION OF ELIGIBILITY TO PROPOSE: Form found on Page 15

EXHIBIT F: CERTIFICATION OF NON-COLLUSION: Form found on Page 16

EXHIBIT G: FEDERALLY REQUIRED CONTRACT CLAUSES: Form found on Page 17

EXHIBIT H: HAMPO REQUIRED CONTRACT CLAUSES: Form found on Page 23

EXHIBIT I: PROTEST POLICY AND PROCEDURES: Form found on Page 25

### **OTHER SUBMITTAL REQUIREMENTS**

1. Proposals are limited to 20 pages, excluding cover letter, forms, and resumes.
2. Proposals will be written in a minimum 12-point size with no limitations on font style
3. Cost proposal shall be submitted in a separate file and include a cost and hours for each identified task
4. Proposals will only be accepted in electronic format and will be emailed to: jricketson@thelcpc.org

**EVALUATION SCORING**

The proposal evaluation criteria and weighting for the selection of the consultant will be as follows:

Evaluation Criteria	Scoring Weight
<p><b>Professional Qualification of Team:</b>            Within the last five years, the consultant team must have completed one similar project. The consultant team must demonstrate familiarity through past performance and provide references.</p>	<p>30 points</p>
<p><b>Experience/Availability of Project Manager and Consultant Team:</b>            The consultant team must demonstrate its ability to meet the project schedule. The proposal shall address availability of all principal personnel in terms of percent availability by task. The prime consultant must show that enough resources are available to complete requested work.</p>	<p>20 points</p>
<p><b>Understanding of Project Scope:</b>            The responding consultant team must present their team’s approach through further clarification and understanding of all tasks involved in this project. Any work on similar type projects may be listed to validate this understanding. This includes the proposed fees and schedule.</p>	<p>40 points</p>
<p><b>Disadvantaged Business Enterprises (DBE) Participation:</b> The consultant must demonstrate a commitment to upholding the National DBE participation goal. The DBE Utilization Form included as Exhibit D will be used to evaluate proposals. Submittals will be scored based on meets, exceeds, or does not meet DBE requirements.</p>	<p>10 points</p>

The proposal score will be used in the ranking of the proposals. The HAMPO reserves the right to request a presentation from short-listed firms.

In the event of presentations by the short-listed firms, the team presentation will be scored using the criteria and scoring described in the table. The scores of the written proposal and the presentation will be combined to determine the selected firm.

## **DISQUALIFICATION**

The HAMPO will disqualify any proposal it determines to be unresponsive, including, but not limited to the following:

1. Proposals that fail to meet the minimum requirements listed within this RFP.
2. Proposals that are received after the submission deadline.
3. Proposals in which consultants misrepresent goods or services or provide demonstrably false information.
4. Proposals that identify individuals which are currently subject to State or Federal debarment order or determination.

## **FORMS AND CERTIFICATIONS**

**EXHIBIT B: ACKNOWLEDGEMENT OF RECEIPT OF RFP\***

REQUEST FOR PROPOSALS  
RFP 21-01  
CONSULTING SERVICES FOR SR 196 / SR 119 / EG MILES PARKWAY CORRIDOR STUDY

**Name of Firm:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

Please return to Jeff Ricketson at [jricketson@thelcpc.org](mailto:jricketson@thelcpc.org)

**\*Addenda and Q&A will only be forwarded to those firms that complete and submit the *RECEIPT OF RFP* form.**

**EXHIBIT C: GENERAL INFORMATION FORM**

REQUEST FOR PROPOSAL  
RFP 21-01  
CONSULTING SERVICES FOR SR 196 / SR 119 / EG MILES PARKWAY CORRIDOR STUDY

**(Must be completed and submitted with Proposal)**

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Organization is (check one):

Corporation;  Partnership;  Association;  Joint Venture;  Sole Proprietorship;  
 Public Agency;  Quasi-Public Agency

Other: (Explain): \_\_\_\_\_

Name, Title, Telephone Number and email of the Organization's Authorized Representative:

\_\_\_\_\_  
\_\_\_\_\_

Acknowledgment of received Addenda No(s): \_\_\_\_\_

The undersigned, being cognizant of the pages, documents and Exhibits concerned herewith agrees to provide the HAMPO, with the services described in the Request for PROPOSALS for CONSULTING Services for SR 196 / SR 119 / EG Miles Parkway Corridor Study(RFP 21-01).

The stated Proposal shall be firm for 60 days from the Month Day, 2021 for this Proposal.

I hereby affirm that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**EXHIBIT D: DBE UTILIZATION FORM**

REQUEST FOR PROPOSALS

RFP 21-01

CONSULTING SERVICES FOR SR 196 / SR 119 / EG MILES PARKWAY CORRIDOR STUDY

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

The Bidder/Offeror anticipates use one or more DBE and/or small business on the project to include approximately \_\_\_% of the total contract amount.

**DBE PARTICIPATION SCHEDULE**

The Bidder/Offeror shall complete the following information for all DBE’s participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the HAMPO have any questions in relation to the information furnished herein.

**DBE IDENTIFICATION AND INFORMATION FORM**

Name and Address	Contact Name and Telephone Number	Participation Percent of Total Contract Value	Description of Work to be Performed	Certified DBE by GDOT?
				( ) yes ( ) no
				( ) yes ( ) no
				( ) yes ( ) no
				( ) yes ( ) no

**EXHIBIT E: CERTIFICATION OF ELIGIBILITY TO PROPOSE**

REQUEST FOR PROPOSALS

RFP 21-01

CONSULTING SERVICES FOR SR 196 / SR 119 / EG MILES PARKWAY CORRIDOR STUDY

(Name of Proposer): \_\_\_\_\_ hereby certifies that it is not included on the U.S. Comptroller General's Debarred Bidders List.

Signature of Authorized official: \_\_\_\_\_

Firm: \_\_\_\_\_

The Proposer further 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. Have not within a three (3) year period preceding this Proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property.
- B) 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.
- C) Have not within a three (3) year period preceding this Proposal had any public transactions (federal, state or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this Certification, such Proposer shall attach an explanation to this Proposal.

Check One:

\_\_\_\_\_ I DO CERTIFY      \_\_\_\_\_ I DO NOT CERTIFY

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_

**EXHIBIT F: CERTIFICATION OF NON-COLLUSION**

REQUEST FOR PROPOSALS

RFP 21-01

CONSULTING SERVICES FOR SR 196 / SR 119 / EG MILES PARKWAY CORRIDOR STUDY

The undersigned certifies under penalties of perjury that this Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this Certification, the word "person" shall mean any natural person, business, partnership, corporation, Union committee, club, or other organization, entity or group of individuals.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_



## **EXHIBIT G: FEDERALLY REQUIRED CONTRACT CLAUSES**

### REQUEST FOR PROPOSALS

RFP 21-01

CONSULTING SERVICES FOR SR 196 / SR 119 / EG MILES PARKWAY CORRIDOR STUDY

#### **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1) The Purchaser 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 Purchaser, 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 FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **ASSIGNABILITY CLAUSE**

Neither HAMPO nor the contractor shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS**

(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 FTA 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 by FTA 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 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 subcontractor who will be subject to the provisions.

#### **FEDERAL CHANGES - 49 CFR Part 18**

**Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between HAMPO and FTA, 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.

#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS - FTACircular 4220.1F**

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the HAMPO requests which would cause the HAMPO to be in violation of the FTA terms and conditions.

**AMERICANS WITH DISABILITIES ACT (ADA)**

**ADA Access** - This requirement applies to contracts for Architectural and CONSULTING Services. The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**  
**49 CFR Part 29, Executive Order 12549**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, 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 contractor 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 HAMPO. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the HAMPO, 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.

**ENERGY CONSERVATION REQUIREMENTS - 42 U.S.C. 6321 et seq. , 49 CFR Part 18**

**Energy Conservation** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**SEISMIC SAFETY REQUIREMENTS - 42 U.S.C. 7701 et seq. 49 , CFR Part 41**

**Seismic Safety** - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**FLY AMERICA REQUIREMENTS – 49 U.S.C. §40118, 41 CFR Part 301-10**

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act. Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases. The Fly America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.- The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**TERMINATION - 49 U.S.C. Part 18, FTA Circular 4220.1F**

**a. Termination for Convenience (General Provision)** The HAMPO 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 HAMPO to be paid the Contractor. If the Contractor has any property in its possession belonging to the HAMPO, the Contractor will account for the same, and dispose of it in the manner the HAMPO 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 HAMPO may terminate this contract for default. Termination shall be effective 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 HAMPO 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 HAMPO, 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 HAMPO 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 HAMPO'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 HAMPO setting forth the nature of said breach or default, the HAMPO 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 HAMPO 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 HAMPO elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the HAMPO shall not limit the HAMPO's 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 HAMPO may terminate this contract for default. The HAMPO 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 HAMPO.

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

**ACCESS TO RECORDS AND REPORTS - 49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17**

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA 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 FTA 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.

2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA 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.
4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. 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.
6. 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 FTA 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).
7. FTA does not require the inclusion of these requirements in subcontracts.

**Requirements for Access to Records and Reports by Types of Contract**

<b>Contract Characteristics</b>	<b>Operational Service Contract</b>	<b>Turnkey</b>	<b>Construction</b>	<b>Architectural CONSULTING</b>	<b>Acquisition of Rolling Stock</b>	<b>Professional Services</b>
<b>I State Grantees</b>	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless <sup>1</sup> non-competitive award		Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
<b>II Non State Grantees</b>	Yes <sup>3</sup>	Those imposed on non- state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes <sup>3</sup>		Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects						

## **CIVIL RIGHTS REQUIREMENTS**

**29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112  
42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.**

**Civil Rights** - The following requirements apply to the underlying contract:

- (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. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor 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 Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA 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 Contractor 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 Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, 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 Contractor agrees to comply with any implementing requirements FTA 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 Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor 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 Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) - 49 CFR Part 26**

- (a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.
- (b) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the HAMPO deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- (d) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the HAMPO.

In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

- (e) The contractor must promptly notify the HAMPO, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the HAMPO.

### **LOBBYING RESTRICTIONS**

The Recipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

- a) Laws, Regulations, Requirements, and Guidance. This includes:
  - i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended, 16 FTA Master Agreement MA(24), 10-1-2017
  - ii) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
  - iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
- b) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

### **DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION**

- c) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- d) Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Recipient is located.
  - i) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
  - ii) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
  - iii) If the Recipient has credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of the Recipient, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the Recipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located.
- e) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.
- f) Enforcement. The Recipient must pursue its legal rights and remedies available under any third-party agreement or any federal, state, or local law or regulation.

## **EXHIBIT H: HAMPO REQUIRED CONTRACT CLAUSES**

### 3.8.1 Required Clauses

As LCPC is a subrecipient of federal grants from the US Department of Transportation, the following contract clauses shall be included in all contracts entered into by sealed bids, competitive proposals, and/or non-competitive proposals:

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

1. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Liberty Consolidated Planning Commission (hereinafter referred to as the LCPC) or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the LCPC, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the LCPC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Prompt Payment and Retainage:** The contractor is required to pay its subcontractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the

contractor's receipt of payment for that work from the LCPC. In addition, the contractor is required to return any retainage payment to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed OR is required to return any retainage payment to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the LCPC and contractor's receipt of the partial retainage payment related to the subcontractor's work.

7. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as the LCPC or the United States Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the LCPC enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.”



## **EXHIBIT I: PROTEST POLICY AND PROCEDURES**

### **Policy**

The HAMPO requires that all prospective contractors be accorded fair and equal consideration in the solicitation and award of contracts. To that end, any interested party shall have the right to protest alleged inequities in the procurement process and to have its issues heard, evaluated and resolved administratively. "Interested party" is defined as an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by failure to award a contract. Chapter VII, Sec. 1.b. of Federal Transit Administration (FTA) Circular 4220.1F addresses protests where federal funds are involved. FTA will only review protests regarding matters that are primarily of Federal concern.

### **Submittal Procedures**

An interested party wishing to protest a matter involving a proposed procurement or contract award shall file a written submission with the HAMPO Executive Director by certified mail or other delivery method by which receipt can be verified. Electronic submission of protests is not acceptable unless an original signed copy of the protest is received by the HAMPO Executive Director within 24 hours (not including weekends and holidays) after receipt of the electronic copy. The HAMPO Executive Director may, however, permit the electronic provision of supplemental information after the initial protest submittal. The protest shall include, at a minimum:

1. The name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party;
2. Identity of the contact person for the protestor, including name, title, address, telephone, fax and e-mail addresses. If the contact point is a third party representing the protestor, the same information must be provided, plus a statement defining the relationship between the protestor and the third party;
3. Identification of the procurement;
4. A description of the nature of the protest, referencing the portion(s) of the solicitation involved;
5. Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;
6. A complete discussion of the basis for the protest, including all supporting facts, documents or data;
7. A statement of the specific relief requested; and
8. A notarized affirmation by the protestor (if an individual) or by an owner or officer of the protestor (if not an individual) as to the truth and accuracy of the statements made in the protest submittal.

The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the internet may be referenced to an appropriate link.

Protests shall be submitted in accordance with the requirements of this Protest Policy and Procedures and any directions included in the solicitation and shall be addressed to the HAMPO Executive Director. Unless otherwise specified in the solicitation, the written protest shall be accompanied by an electronic copy (CD) in PDF format. In case of a variance in the content of the written and CD submittals, the written version shall prevail.

The Contracting Officer or an assigned Contracting Officer in cases where the conduct of the Contracting Officer for the procurement is called into question, shall conduct the administrative processing of protests

filed with HAMPO or with FTA, and shall be responsible for the processing, documenting a protest, and recommending a decision to the HAMPO Executive Director.

The HAMPO Executive Director shall request legal counsel to review and advise concerning any legal issues involved in a protest.

The HAMPO Executive Director shall be responsible for overseeing the decision process and for the content of the decision. The HAMPO Executive Director shall ensure that all relevant parties within HAMPO have been involved in the decision-making process and shall, as circumstances require, obtain the concurrence of the Mayor, City Council or other personnel in a decision prior to its issuance.

HAMPO may decide a protest solely upon the written submission. The protest submission should, therefore, include all materials necessary to support the protester's position. Additional or supplemental materials may only be submitted at the request of, or with the permission of, the HAMPO Executive Director.

If the procurement uses federal funds, a notice of receipt of a protest must be given to the appropriate regional office of the Federal Transit Administration (FTA). The form of notice may be specified by the regional office.

### **Protests of the Solicitation Process**

A protest related to the technical scope or specification, terms, conditions, or form of a solicitation must be received no later than ten (10) working days prior to the date established for opening of bids or receipt of proposals; if the protest addresses an amendment to the solicitation, it must be received no later than ten (10) working days prior to the date established for opening bids or receipt of proposals or five (5) working days after the date of issuance of the amendment, whichever is later; in no event, however, may a protest of this nature be submitted after bids or proposals are received. The protest must conform in all respects to the requirements set forth above.

Upon receipt of such a protest, the HAMPO Executive Director shall notify all prospective offerors and other known interested parties of the receipt and nature of the protest and shall post a notice of the protest on the procurement web page. Unless the HAMPO Executive Director determines that delay will be prejudicial to the interest of HAMPO or that the protest patently lacks substantial merit, the solicitation process will be extended pending resolution of the protest.

Protests will be considered and either denied or sustained, in part or in whole, by the HAMPO Executive Director in writing. A written decision specifying the grounds for sustaining all or part of or denying the protest will be transmitted to the protestor prior to the receipt of bids or proposals in a manner that provides verification of receipt.

A notice of the decision shall be provided to all parties given notice of the protest and posted to HAMPO's procurement web page.

Should the protest be upheld in whole or in substantial part, the Contracting Officer may either (1) amend the solicitation to correct the document or process accordingly; or (2) cancel the solicitation in its entirety. If the solicitation is amended, the time for receipt of bids or proposals shall be equitably extended to permit all participants to revise their bids or proposals to reflect the decision.

If the protest is denied, the solicitation shall proceed as if the protest had not been filed, unless the protester pursues the protest with the Federal Transit Administration (FTA) as defined below, or otherwise appeals the decision of the HAMPO Executive Director, as defined below.

Protests received by HAMPO after the time periods specified above shall be considered untimely and may be denied on that basis unless the HAMPO Executive Director concludes that the issue(s) raised by the protest involves substantial prejudice to the integrity of the procurement process.

### **Protests of the Evaluation Process**

All bidders/proposers will be notified of the recommended award upon a determination of a recommendation to be made to the Policy Committee. This notice will be transmitted to each proposer at the address contained in its proposal form and shall be posted on the web procurement page. Transmittal may be by electronic means or by hard copy.

Any proposer whose proposal is valid at the time of the staff determination may protest the recommended award on one or more of the following grounds:

1. That the recommended awardee does not meet the requirements of the solicitation;
2. That the bid or proposal recommended for acceptance does not meet the criteria of the solicitation or award;
3. That the evaluation process conducted by HAMPO is improper, illegal, or the decision to recommend award is arbitrary and capricious.

The protest must conform in all respects to the requirements set forth above. The protest must be received by HAMPO at the address specified in the solicitation, no later than five (5) calendar days after the date such notification is publicly posted or sent to the bidder or proposer, whichever is earlier. A written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt. Such decision shall be final, except as provided below or by applicable law or regulation.

### **Evaluation of Protests**

A protest decision should ordinarily be written and published within ten (10) working days of receipt of the protest. The HAMPO Executive Director may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good cause.

Upon receipt of a protest, the Contracting Officer shall notify parties involved in the procurement as identified above, and such Board personnel or others as may be appropriate or necessary to determine the validity of the protest. Copies of the protest submittal, or portions thereof, may be provided to the notified parties as appropriate.

END