



**REQUEST FOR PROPOSALS  
PROFESSIONAL SERVICES**



RFP Number: **1949-1956**

**Pedestrian Access Routes and Pavement Rehabilitation Management Design and Review Services**

Submission Due Date/Time: **Thursday, September 12, 2019, by 2:00 P.M. Local Time**

Three (3) year term with two (2) possible one-year extensions

Agreement Type: IDIQ

Up to eight (8) Agreements may be awarded from this solicitation.

The resulting agreement may be State & Federal funded.

The anticipated method of payment is cost plus fixed fee.

29 Del.C. §6981, 2 CFR part 200, 23 CFR part 172

**PROJECT INFORMATION**

This Request for Proposal (RFP) issued by the Delaware Department of Transportation (DelDOT) is for the purpose of acquiring Proposals from qualified firms to provide services to aid with inspection, evaluation and design needs for pavement and rehabilitation and pedestrian access routes projects including related traffic design.

**PROJECT DESCRIPTION**

DelDOT is seeking consultants to provide support to its Statewide Pedestrian Accessible Routes (PAR) and Pavement and Rehabilitation (P&R) Programs. These Programs employ a multi-faceted approach that addresses infrastructure needs as well as implements non-infrastructure activities to achieve the program goals. The selected consultants must be familiar with the American's with Disabilities Act, ADA Accessibility Guidelines (ADAAG), Public Right-of-Way Accessibility Guidelines (PROWAG), the DelDOT Pedestrian Access Standards (PAS), pavement and rehabilitation cost estimating, guardrail evaluation and design, signing and striping inventory and design, the Department's Project Development Process, and other needs that may arise for the PAR or P&R programs.

**CONSULTANT SERVICES REQUIRED**

**A. The PAR Program goals are to:**

1. Manage the current pedestrian network under DelDOT jurisdiction for accessible compliance
2. Create or convert accessible pedestrian circulation paths, features and facilities under DelDOT jurisdiction
3. Connect existing pedestrian facilities under DelDOT jurisdiction
4. Assist with ADA remedies for Title II complaint locations
5. Make walking a safer and more appealing transportation alternative

On a task by task basis specific needs may include, but may not be limited to the following:

- Assisting with the promotion and further development of a Statewide PAR Program by helping DelDOT identify potential PAR projects through prioritization processes or other methods
- Developing program material for PAR educational material and/or Pedestrian Accessible Routes, Facilities in the Public Right of Way standards
- Site visits to review of existing pedestrian circulation path facilities, marked and unmarked pedestrian crossing, and pedestrian deficiencies including missing links or connectivity issues
- Studies for pedestrian accommodations for facilities in the public right-of-way
- Preparing conceptual designs and cost estimates for potential PAR infrastructure projects
- Preparing design plans for DelDOT administered infrastructure projects
- Preparing contract plans, specification, estimates, right-of-way, permits, construction phasing plans, traffic control and maintenance of traffic plans, and utility statements for DelDOT administered projects
- Develop necessary reports for practical exceptions for pedestrian connections and/or other pedestrian features
- Providing assistance related to utility coordination, preparation of right-of-way plans, environmental review and permitting, and construction management/engineering
- Conducting the necessary public involvement for DelDOT administered projects which will include planning and designing the public involvement event, and developing the necessary materials and exhibits
- Preparing project status and tracking reports
- Other services that might be deemed necessary by DelDOT to identify, plan, review, design and/or construct PAR infrastructure projects; or identify and/or implement non-infrastructure activities

**B. The P&R Program goals are to:**

1. Maintain the state of good repair to all State maintained roads under DelDOT jurisdiction
2. Remedy non-compliant curb ramps at intersection roads when an alteration to the pedestrian path occurs
3. Aid with remedying pedestrian circulation path accessibility under DelDOT jurisdiction during a P&R project

On a task by task basis specific needs may include, but may not be limited to the following:

- Assisting with the promotion and further development of a Statewide P&R Program by helping DelDOT identify potential P&R projects
- Site visits to review of existing pedestrian connections and pedestrian circulation path facilities at intersecting public roads, marked and unmarked pedestrian crossing, and pedestrian deficiencies including missing links or connectivity issues
- Preparing conceptual designs and cost estimates for potential P&R infrastructure projects
- Preparing design plans for DelDOT administered infrastructure projects
- Preparing contract plans, specification, estimates, right-of-way, permits, construction phasing plans, traffic control and maintenance of traffic plans, and utility statements for DelDOT administered projects

- Develop necessary reports for practical exceptions for pedestrian connections and/or other pedestrian features
- Providing assistance related to utility coordination, preparation of right-of-way plans, environmental review and permitting, and construction management/engineering
- Conducting the necessary public involvement for DelDOT administered projects which will include planning and designing the public involvement event, and developing the necessary materials and exhibits
- Preparing project status and tracking reports
- Other services that might be deemed necessary by DelDOT to identify, plan, review, design and/or construct P&R infrastructure projects; or identify and/or implement non-infrastructure activities

In addition to the above, the selected firm(s) shall demonstrate ability and services, which are to be pursued in a programmatic manner throughout the course of each individual task. These methods and services will need to be tailored to the individual needs of a given task in a manner which will secure its success.

DelDOT will require that a project team be established for each individual task. The project team should include experienced engineers, planners and/or architects having the required State of Delaware registrations or certificates as required.

The project team should also have a thorough knowledge of Federal and State design standards, specifications and requirements, thorough knowledge of the Federal and Delaware PAR and P&R Program guidelines, as well as specific knowledge of necessary ADA regulations.

**DISADVANTAGED BUSINESS ENTERPRISE**

A DBE goal will be established on a task by task basis for the sum total of all federally-funded tasks associated with this Agreement. The Department will require ongoing reviews and approval of *good faith efforts* before a Notice to Proceed is issued. Department DBE Program staff will monitor this Agreement to ensure that good faith efforts are being made to meet the DBE goal. DBE firms must be certified through DelDOT's DBE Program in order to qualify toward meeting the goal.

**PROCUREMENT SCHEDULE**

Action Item	Date	Time
Deadline for Questions to ensure response:	Ten (10) business days prior to the proposal due date	2:00 P.M. Local Time
Final Response to Questions posted by:	Five (5) business days prior to the proposal due date	2:00 P.M. Local Time
Proposals Due prior to:*	<b>Thursday, September 12, 2019</b>	2:00 P.M. Local Time

**NOTE:** Only asterisk (\*) marked date changes will be communicated (via posted Addendums).

## **PROPOSAL REQUIREMENTS**

Interested firms must submit the material required herein or they may not be considered for the project:

1. Proposals must be received before the Proposal Due Date and Time, as identified in the Procurement Schedule for this RFP. Responses submitted by hard copy, mail, facsimile, or e-mail will not be accepted. Responses received after the Proposal Due Date and Time will not be considered.
2. **Upload your submission at:** <https://deldot.bonfirehub.com/portal/>

Important Notes:

- Logging in and/or uploading your file(s) does not mean your response is submitted. Proponents must successfully upload all the file(s) and **MUST** click the submit button before the closing time.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. This will confirm that you have successfully submitted your proposal.
- Each submitted item of Requested Information will only be visible to DeIDOT after the Proposal Due Date.
- If the file is mandatory, you will not be able to complete your submission until the requirement is met.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- Please note the type and number of files allowed. The maximum upload file size is 1000 MB. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

Need Help? Please contact Bonfire directly at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) or 1(800)654-8010 ext. 2 for technical questions or issues related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

3. **The Prime Consultant must be Registered**, or submit application for registration with DeIDOT at or before the time of submission in order to be considered. For registration information, click [here](#).
4. **Submit two (2) pdf format electronic copies** of the Proposal; one original and one a redacted copy. The original must be a .pdf file of the original signed proposal as submitted and should be clearly marked "Original" on the first page of the document. The redacted copy must be a .pdf file of the original signed proposal with any proprietary or confidential information redacted, and this copy should be clearly marked as "Redacted" on the first page of the document. The redacted copy is required even if the submission contains no proprietary or confidential information.

*To determine what information may be considered proprietary or confidential and may be redacted from their Proposal, firms should review Delaware's Freedom of Information Regulations here; <http://regulations.delaware.gov/AdminCode/title8/1400.shtml#TopOfPage>. Under Delaware FOIA law, 29 Del. C, §10002(l)(2), "Trade secrets and commercial or financial information...which is of a privileged or confidential nature" are "records that shall not be deemed public" and are therefore exempt from disclosure under FOIA.*

5. **Architect-Engineer Qualifications; GSA SF330:**

<http://www.gsa.gov/portal/forms/download/116486>

Follow the instructions for the SF330, and add the following Individual Agency Instructions:

A. Part I Section C 11, Proposed Team;

Indicate if DBE firm and approximate percentage of contract cost they will perform.

B. Part I Section E, Resumes of Key Personnel Proposed for this Contract;

Resume information is limited to eight (8) individuals regardless of affiliation.

C. Part I Section F, Example Projects;

Example Projects provided are limited to ten (10).

D. Part I Section H 30, Additional Information;

1) The Prime consultant must indicate the current workload with the Department by listing the following in a table format:

Agreement No.; Agreement Title; Consultant PM; Prime or Sub; Total Dollars paid to date; current number of Tasks issued; and date of contract expiration.

2) List any DelDOT Agreement number your firm has been selected for and not included above.

3) Firms may include a "Rating Criteria Support Information" Section limited to four (4) pages on two (2) sheets of paper within Section H that covers any information that directly relates to your ability to meet the specific rating criteria cited within the RFP document. The Department recommends formatting this section using Times New Roman, 12 pt. font.

Note: Letters of Interest should not be included.

6. **Example Schedule.** This example does not require interested firms to conduct a field investigation or produce any report or deliverable for this RFP. Instructions are provided in "Appendix A" of this document.

7. **Joint venture** submissions will not be considered.

8. **DelDOT reserves the right to reject** any and all submissions. Submissions become property of the Department and shall be retained electronically for a minimum period of three (3) years from the date of receipt. DelDOT reserves the right to any and all ideas included in this response without incurring any obligations to the responding firms or committing to procurement of the proposed services.

9. **Required Certification Forms.** All firms responding to the RFP must complete and return the submission forms located in 'Appendix B' of this document.

No promotional materials or brochures are to be included as part of the submission.

## **QUESTIONS**

Questions must be submitted before the due date, as identified in the Procurement Schedule for this RFP. All inquiries must be submitted in the Q/A section of the Bonfire project listing.

The Department's response to questions, along with this RFP and related information, are posted on the State of Delaware Bid Solicitation Directory Website: <http://www.bids.delaware.gov/>.

## **RATING CRITERIA**

<b>#</b>	<b>Criteria Description:</b>	<b>Weight</b>
1	Key Staff and Project Team qualifications pertaining to pedestrian circulation path assessment and design in accordance with DeIDOT Pedestrian Accessibility Standards, Highway Design, and Traffic Engineering	25 %
2	Firm's experience on similar projects - ability to provide Inspections, Evaluation, Cost Estimating and Design Services for Pedestrian Access Routes and Pavement and Rehabilitation projects	25 %
3	Firm's resources and capability to accomplish proposed work on schedule	20 %
4	Project understanding, approach, services required	15 %
5	Example Schedule	15 %
<b>TOTAL :</b>		<b>100%</b>

## **OVERVIEW OF SELECTION PROCESS**

- This is an indefinite delivery/ indefinite quantity agreement utilized for the performance of services for a number of projects under task orders issued on an as-needed basis. The dollar value of each individual agreement cannot exceed \$10 million dollars. There is no guarantee of actual agreement value.
- This is a single phase solicitation process with the availability for discussions with ten (10) of the most highly qualified firms. Based upon the listed criteria and evaluation of each firm's submitted proposal, the Selection Committee may decide if a small sample task and/or discussions will be held with the most highly qualified consultants. If discussions are held, they will serve to clarify the technical approach, qualifications, and capabilities provided in response to the RFP, after which the committee will determine the ranking of the candidate firms.
- Each individual proposal will be reviewed by a Selection Committee. The Selection Committee will determine all applicants that meet the minimum qualifications to perform the required services based upon the listed criteria and evaluation of each firm's submitted proposal. Firms will be ranked based on a consensus of the selection committee utilizing the selection criteria above. It is not envisioned, but is possible, that oral interview sessions may be requested by the committee.
- After the ranking process has been completed, applicable price information will be requested from the successful candidate firm(s), such as; salary rates for various classifications of personnel; and an indirect cost derivation for the most current accounting period.
- Payroll burden and overhead will be computed on direct salary costs only (not including overtime) at the consultant's audited rate, as per Federal Acquisition Regulations Part 31, and Department policies. Computer and CADD costs are not allowable as a direct cost to this project. Rate determination and applicability is subject to audit by the Department. Additionally, candidates should be prepared for the Department to work with your current accounting firm to provide information and backup documentation. Full and immediate cooperation is required to avoid delays in execution of an agreement. Failure to cooperate may result in breaking off of negotiations and moving to the next ranked firm.

- Selection Committee membership appointments are confidential. The Department’s Professional Services Procurement Manual may be viewed [here](#).
- Each specific task order shall be awarded to the selected, qualified consultants:
  - Through an additional qualifications-based selection procedure, which may include, but does not require, a formal IDIQ RFP; or
  - On a regional basis whereby the State is divided into regions and consultants are selected to provide IDIQ services for an assigned region(s) identified within the solicitation.

**MISCELLANEOUS**

The Department is not liable for any cost incurred by the consultant in the preparation or presentation of the Proposal.

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subconsultants currently debarred or suspended is ineligible to participate as a candidate for this process. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

The Department of Transportation will affirmatively insure individuals and businesses will not be discriminated against on the grounds of race, creed, color, sex, or national origin in consideration for an award. Minority business enterprises will be afforded full opportunity to submit bids/proposals in response to this invitation.

Department of Transportation  
State of Delaware  
By: Jennifer Cohan  
Secretary  
Dover, DE

## FEDERAL CONTRACT PROVISIONS

FTA's Master Agreement contains a current, but not all-inclusive, description of statutory and regulatory requirements that may affect a recipient's procurement (such as Disadvantaged Business Enterprise (DBE) and Clean Air requirements). The Master Agreement states that applicable Federal requirements will apply to project participants to the lowest tier necessary to ensure compliance with those requirements. The recipient will need to include applicable Federal requirements in each sub-agreement, lease, third party contract, or other document as necessary. For specific guidance on cross-cutting requirements administered by other Federal agencies, FTA recommends that the recipient contact those agencies. The requirements listed herein must be adhered to by any firms selected to perform work required under these agreements.

### **1. AUDIT AND INSPECTION OF RECORDS**

The Contractor agrees to provide the Delaware Department of Transportation (Department), 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold. 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.

### **2. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq. And 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1612; and implementing regulations, as may be amended

### **3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – Lower Tier Covered Transactions (Third Party Contracts over \$100,000)**

- a) By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed 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 may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the Department if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- d) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the Department 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 in writing by the Department.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all 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 it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List issued by the U. S. General Service Administration.
- h) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 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 all remedies available to the Federal Government, the Department may pursue available remedies including suspension and/or debarment.
- j) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- k) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **4. CLEAN WATER REQUIREMENTS**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the

appropriate EPA Regional Office. (2)The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**5. 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 the Department 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.

**6. CLEAN AIR**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**7. ENERGY CONSERVATION**

The Contractor shall recognize 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 (42 US Section 321 et seq.).

**8. CONTRACT TERMINATION**

a) Termination for Convenience

The Department may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on product delivered up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the Department, the Contractor will account for the same and dispose of it in the manner the Department directs.

b) Termination for Default

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 Department may terminate this contract for default. Termination shall be affected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined that the Contractor had an excusable reason for not performing, such as a strike, flood, events which are not the fault of or are beyond the control of the Contractor, the

Department, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination of convenience.

In the event the Department exercises its right of termination for default, and if an amount for liquidated damages is set forth, the Contractor shall be liable to the Department for excess costs and, in addition, for liquidated damages in the amount set forth, as fixed, agreed, and liquidated damages for each calendar day of delay, until such time as the Department may reasonably obtain delivery or performance of similar supplies or services.

If the contract is so terminated, the Contractor shall continue performance and be liable to the Department for such liquidated damages for each calendar day of delay until the supplies are delivered or services performed.

The Contractor shall not be liable for liquidated damages resulting from delays such as acts of God, strikes, fire or flood, and events which are not the fault of, or are beyond the control of the Contractor.

## **9. CIVIL RIGHTS**

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 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 agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq. And 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C., Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1612; and implementing regulations, as may be amended.

(4) 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.

#### **10. DISADVANTAGED BUSINESS ENTERPRISES**

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this contract. Consequently the DBE Requirements of 49 CFR Part 26 apply to this contract. The recipient or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. The contractor or subcontractor 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 FTA assisted subcontracts. 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 Department deems appropriate.

The successful bidder agrees to comply with the following clauses:

Prompt Payment: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Department. This clause applies to both DBE and Non-DBE subcontractors.

Retainage: The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of

payment from the above referenced time frame may occur only for good cause following written approval of the Department. This clause applies to both DBE and non-DBE subcontractors. The specific goal for this contract is shown above under Disadvantaged Business Enterprise.

**11. ENVIRONMENTAL VIOLATIONS**

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act(33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations: (40 CFR, Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities. The Contractor shall report violations to the FTA.

**12. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, age, sex or disability. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are tested during their employment without regard to their race, creed, religion, color, national origin, age, sex or disability. Such actions shall include, but not b limited to the following, employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay, or other forms of compensation. The Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**13. FTA FUNDING REQUIREMENTS**

This project may be financed in part by funds from the Federal Transit Administration. 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 the Department 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.

**14. 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 FTA, 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 Department requests which would cause the Department to be in violation of the FTA terms and conditions.

**15. LOBBYING:**

The Contractor is required to certify using the Certification of Restrictions on Lobbying Form included that, to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

**16. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1) The Department 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 Department, 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.

**17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND 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.

#### **18. PROTEST PROCEDURES**

Protests based upon the award of the contract shall be made in writing to the Contract Services Administrator no later than ten (10) calendar days following the award of the contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The protest will be reviewed and decided pursuant to; the proposal documents issued by the Department, the Delaware Code, and the Federal Transit Authority's regulations.

#### **19. RECORD RETENTION**

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 Department, 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).

#### **20. 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.

#### **21. TITLE VI COMPLIANCE**

During the performance of any Contract entered into pursuant to these specifications, the Contractor, for itself, its assignees and successor in interest, agrees that it shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d) and the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49,

Code of Federal Regulations Part 21, as they may be amended from time to time which are incorporated by reference and made a part of this contract.

**22. INTELLIGENT TRANSPORTATION SYSTEMS**

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by Section 5307(c) of SAFETEA-LU, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

## APPENDIX A – EXAMPLE SCHEDULE INSTRUCTIONS

### PAR

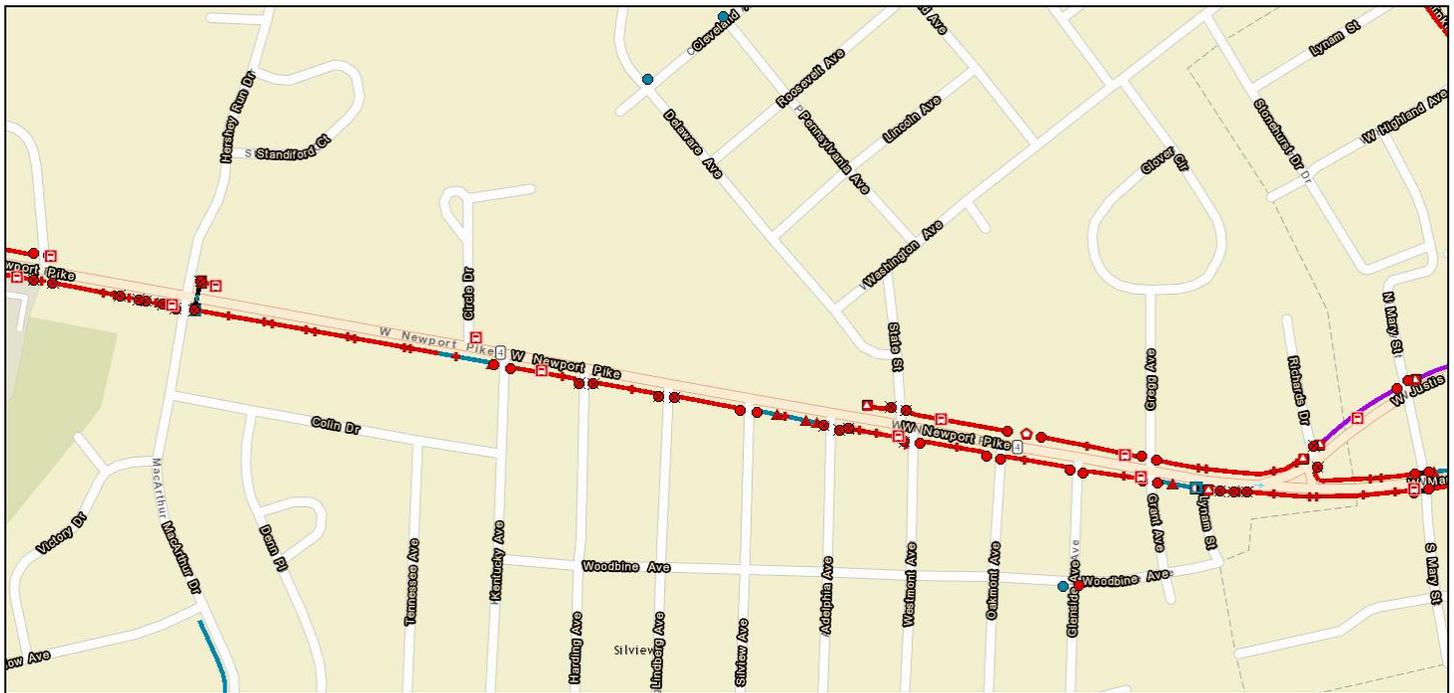
Please develop an anticipated schedule to include the following information.

**NOTE:** Field visits are not required. Firms are not required to produce any report or deliverable for this RFP.

- Initial field evaluation
- Map and report showing curb ramp and/or pedestrian access route compliance
- Identification of standard detail construction vs. detailed design construction
- Design plans
- Project cost estimate

This schedule will be used as a selection rating criteria.

Figure A: Typical Location – DeIDOT will provide a road segment location for evaluation.



The above map is an example location for Design Support / ADA Curb Ramp and Pedestrian Access Route Evaluation Criteria – A project location can include:

- Existing condition field evaluation.
- A map and report showing location and compliance of curb ramps and/or pedestrian access route.
- Coordination with DART for bus stop facilities.
- Signalized intersection identification.
- Determination which pedestrian features can be reconstructed using standard details and which need specific design.
- Engineering plans with sufficient detail ensuring constructability of standard detail pedestrian features. Plans must be signed by design engineer.
- Design plans when a standard detail pedestrian feature will not work. Plans must be signed by design engineer.
- Signing and striping plans with DeIDOT Traffic coordination and approval.
- When needed, signal plans with DeIDOT Traffic coordination and approval.

## P&R

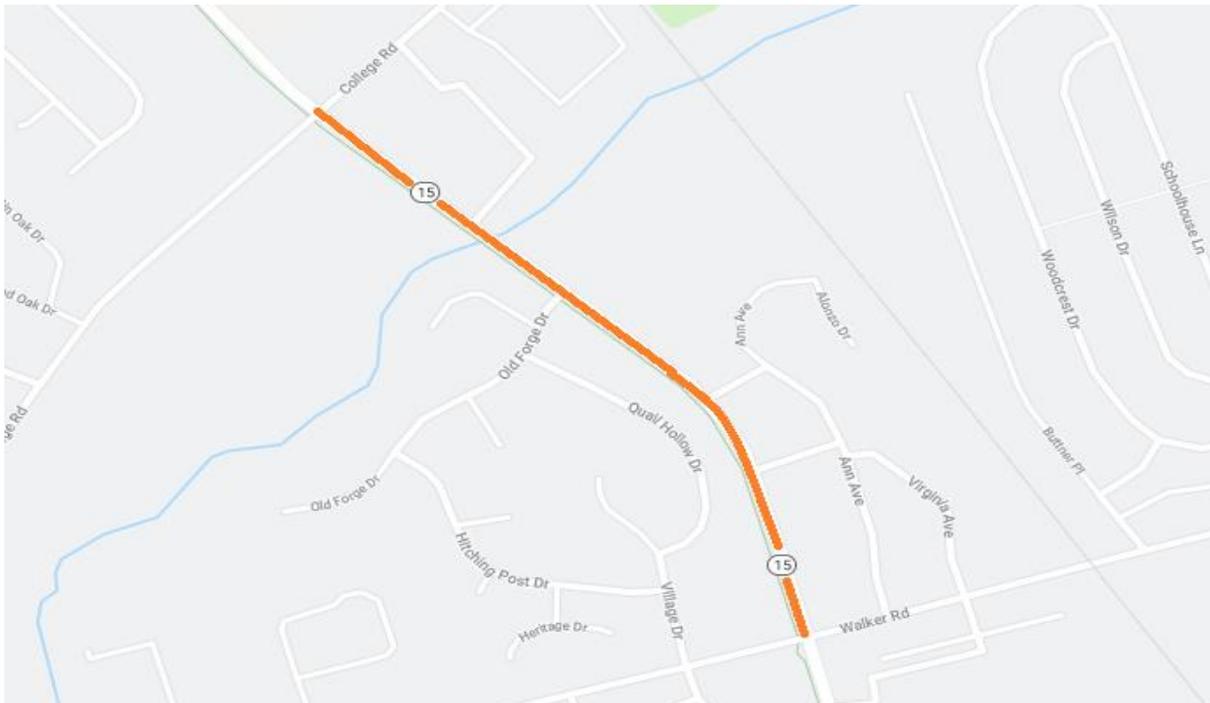
Please develop an anticipated schedule to include the following information.

**NOTE:** Field visits are not required. Firms are not required to produce any report or deliverable for this RFP.

- Scheduling Initial field evaluation
- Scheduling Map and report showing curb ramp compliance
- Identification of standard detail construction vs. detailed design construction
- Design plans
- Project cost estimate

This schedule will be used as a selection rating criterial.

Figure B: Typical Location – DeIDOT will provide a road segment location for evaluation.



The above map is a sample location for Design Support / ADA Curb Ramp P&R Programs – A project location can include:

- Existing condition field evaluation.
- Construction estimate for rehabilitation remedy chosen by department
- A map and report showing location and compliance of curb ramps at intersections.
- Signalized intersection identification.
- Determination which pedestrian features can be reconstructed using standard details and which need specific design.
- Engineering plans with sufficient detail ensuring constructability of standard detail pedestrian features. Plans must be signed by design engineer.
- Design plans when a standard detail pedestrian feature will not work. Plans must be signed by design engineer.
- Signing and striping plans with DeIDOT Traffic coordination and approval.
- When needed, signal plans with DeIDOT Traffic coordination and approval.
- Determination if guardrail features can be upgraded using standard details and which need specific design.
- Design plans when a standard detail guardrail feature will not work. Plans must be signed by design engineer.

## **Appendix B - REQUIRED FORMS**

The following completed forms are required to be returned with each proposal:

- Certification of Eligibility
- Certificate Of Non-Collusion
- Certification Of Primary Participant Regarding Debarment, Suspension, And Other Responsibility Matters
- Certification Of Restrictions On Lobbying

**CERTIFICATION OF ELIGIBILITY**

**Delaware Department of Transportation**

**Request for Proposal 1949-1956 – Pedestrian Access Routes and Pavement Rehabilitation  
Management Design and Review Services**

We have read Request for Proposal number 1949-1956 and fully understand the intent of the RFP as stated, certify that we have adequate personnel and knowledge to fulfill the requirements thereof, and agree to furnish such services in accordance with the contract documents as indicated should we be awarded the contract.

\_\_\_\_\_ hereby certifies that it is not included on the United States Comptroller General’s Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standard Provisions.

\_\_\_\_\_ Signature of the Bidder or Offeror’s Authorized Official

\_\_\_\_\_ Name and Title of the Bidder or Offeror’s Authorized Official

\_\_\_\_\_ Date

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_  
Month Day Year

**CERTIFICATE OF NON-COLLUSION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting to such prices, with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

\_\_\_\_\_ Signature of the Bidder or Offeror's Authorized Official

\_\_\_\_\_ Name and Title of the Bidder or Offeror's Authorized Official

\_\_\_\_\_ Date

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_  
Month Day Year

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three-year period preceding this proposal 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 false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the primary participant (applicant for an FTA grant or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq, are applicable thereto.

\_\_\_\_\_  
Signature of the Bidder or Offeror's Authorized Official

\_\_\_\_\_  
Name and Title of the Bidder or Offeror's Authorized Official

\_\_\_\_\_  
Date

## CERTIFICATION OF RESTRICTIONS ON LOBBYING

The Bidder or Offeror certifies, to the best of its knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. 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 thereof.
  
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)).
  
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE BIDDER OR OFFEROR, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

\_\_\_\_\_ Signature of the Bidder or Offeror's Authorized Official

\_\_\_\_\_ Name and Title of the Bidder or Offeror's Authorized Official

\_\_\_\_\_ Date