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# Park & Ride/Transit Center

Site Location: City of Baker, LA

Service Provider: Capital Area Transit System (CATS)

## **REQUEST FOR PROPOSALS**

**February 9, 2021**

**CAPITAL REGIONAL PLANNING COMMISSION**  
14734 S. HARRELL'S FERRY RD., STE. B  
BATON ROUGE, LA 70816  
(225) 383-5203

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## I. RFP SUMMARY

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**SUBJECT:** City of Baker / Capital Area Transit System Park & Ride and Transit Center

**PURPOSE:** The purpose of this RFP is to develop a preliminary design and cost estimate for the Park-and-Ride/Transit Hub. Additional planning and feasibility work is needed to establish a future implementation plan and steps for the City of Baker to realize its development vision.

**SCOPE OF WORK:** See Specifics Under Scope of Work

**BUDGET:** The maximum consultant budget for this project is \$40,000

**SCHEDULE:**

February 9, 2021	Advertisement of RFP on CRPC website
February 11, 2021	Advertisement of RFP in newspaper
March 3, 2021	Deadline for RFP Submittal (2 p.m. C.S.T.)  ATTN: Ms. Kim Marousek, AICP Director of Planning 14734 S. Harrell's Ferry Rd, Ste. B Baton Rouge, LA 70816  Six (6) hard copies mailed to the address above <u>and one electronic by email to:</u> <a href="mailto:kmarousek@crpcla.org">kmarousek@crpcla.org</a>
March 10, 2021	Transportation Policy Committee selection

**COST LIABILITY:** All costs incurred in the submission of proposals or in making necessary studies, designs, or benchmarks of estimates for the preparation of the proposals are the sole responsibility of the Consultant.

**Note:** CRPC reserves the right to amend and/or change this schedule at their discretion. It is the Proposers' responsibility to visit the Capital Region Planning Commission's website regularly at [www.crpcla.org](http://www.crpcla.org) for any updated information on this project.

## II. Introduction

In 2019/2020, the City of Baker in coordination with the Capital Region Planning Commission (CRPC) and the Capital Area Transit System (CATS), evaluated various site locations and completed schematic planning for siting a future transit facilities along Plank Road (LA 67). This previous work focused on utilizing the space around the transit hub to encourage Transit Oriented Development (TOD) and considered the long-term desired development types and potential building massing that could occur over time, to support an increase in transit use to eventually support an extension of the planned Plank Road BRT line.

This current Request for Proposals (RFP) seeks to continue establishing feasibility from a design and cost perspective and to develop a phasing schedule and implementation steps for all phases of the desired development.

The first phase of development is to create a park-and-ride lot and transit center on property owned by the City of Baker. The property is located at 6350 Lavey Lane, Baker, LA and is generally depicted by the image below.



Illustration of subject property location: 6350 Lavey Lane, Baker, LA

The current need is to develop a preliminary design and cost estimate for the Park-and-Ride/Transit Hub. Additional planning and feasibility work is needed to establish a future implementation plan and steps for the City of Baker to realize its development vision.

The City of Baker is located about ten miles north of Baton Rouge. It has a population of approximately 14,000 and a median household income of \$35,000.

The respondents must demonstrate a history of success with the development of transit facilities, mixed use site planning, and a history of working with communities that are similar in size.

### **III. Background**

The Capital Region Planning Commission (CRPC) is the staff for the Metropolitan Planning Organization (MPO) for the Baton Rouge region. MPO membership consists of representatives from East Baton Rouge Parish, West Baton Rouge Parish, Livingston Parish, Ascension Parish and Iberville Parish. In addition, the MPO includes the incorporated municipalities within those parishes. For more information on the CRPC please see <http://www.crpcla.org/>. As such, CRPC has a long history of working with state and local officials throughout the MPO boundary as well as CRPC's eleven parish planning area to support regional mobility.

As part of the ongoing efforts of state, local, and regional stakeholders to improve mobility in the Capital Region, the City of Baker has identified and purchased property with the intent of development a transit center/park-and-ride facility in cooperation with CATS. Such a facility would serve as a transfer point between transit lines, a layover area for bus operators, and have adequate parking for park-and-ride, carpool, and vanpool commuters. Transit-supportive development is also envisioned, which would integrate with, and complement the transit facility.

Previous design work can be found at <https://crpcla.org/publicnotices> by clicking the button titled "Baker Transit Oriented Development."

The MPO has identified Section FTA 5303 Metropolitan Transportation Planning Program funds to fund planning activities for this project and is soliciting preliminary site design services for this development.

The product developed by this RFP will be used to garner public support, engage stakeholders, advance the project for funding; and will be shared with engineers to produce final construction designs.

### **IV. Offeror's Minimum Qualifications**

- a. At least one principal or responsible member of the firm shall demonstrate a minimum of five years' experience in responsible charge of, or major expertise in, the field involved in this RFP.
- b. Offeror must show minimum experience of three projects of similar scope.

### **V. Proposal Content**

Proposals should contain at least the following documentation:

1. Proposer's Information Form - This form can be found in Attachment A. Proposer may submit a cover letter in addition to the Proposer's Information Form.
2. Response to Scope of Work, Budget, and Schedule - This should include the Consultant's approach to tasks to accomplish the work outlined in the Scope of Work. This Section should demonstrate an understanding of the work to be performed and deliverables to be developed. This response shall also include a

rough budget allocation by task. A project schedule is also required which demonstrates completion within the desired timeframe. If the Consultant feels the timeframe is not reasonable, an alternate timeline and explanation shall be submitted. **This section should be limited to a maximum of 6 pages.**

3. Key Personnel Section – One paragraph summaries of qualifications and experience shall be submitted for all personnel assigned to the project. The assignment of personnel must specifically contain the percent of time by personnel for each task included in the Scope of Work. Additional information or resumes may be attached as an appendix.
4. Related Work Section – The respondent shall submit a **one-page summary** that references applicable work products as outlined in the MPO Standard Consultant Submittal Form which are relevant to show the minimum qualifications are met.
5. DBE Participation - The consultant team should strive to adhere to the Disadvantage Business Enterprise (DBE) goal of the Capital Region Planning Commission. CRPC has adopted a DBE goal of 8%. The proposed DBE participation rate shall be stated.
6. Executed documents found in Attachment B to this RFP must be submitted.
7. MPO Standard Consultant Submittal Form (Attachment C) -- The respondent shall complete and submit a MPO Consultant Submittal Form with the proposal. The form is available at: <http://crpcla.org/publicnotices>

## **VI. Selection Procedure**

CRPC will form an advisory evaluation Committee consisting of persons individually and collectively knowledgeable about the project which may include representation from LA DOTD, CATS, CRPC, the Capital Region (Baton Rouge Area) MPO Technical Advisory Committee (TAC) and the City of Baker. Proposals will be reviewed and ranked in accordance with the criteria of evaluation described below.

CRPC may seek additional information, conduct interviews, or request best and final offers from individual Proposers. The evaluation committee's ranking and recommendation will be forwarded to CRPC's Executive Director who will make a recommendation to the MPO Transportation Policy Committee for final action. The recommendation and award of a contract, if any, will be to the Proposer whose proposal is most advantageous to CRPC based on the evaluation criteria set forth below.

CRPC reserves the right to reject any and/or all proposals submitted or to conclude that none of the proposals are advantageous to CRPC.

## VII. Criteria for Evaluation

The proposals will be evaluated based on the following criteria with relative weights mentioned below:

Item	Criteria for Evaluation	Points
A	Demonstrated an overall understanding of the scope of work and the ability to meet the technical and schedule requirements of this RFP	40
B	Qualifications and previous related experience of key personnel to be assigned to this project including sub-contractors	30
C	Firm(s) previous related work experience which includes citing previous experience in similar studies or projects	30
	<b>Total Possible Points</b>	<b>100</b>

## VIII. Budget

The maximum budget allocated to the selected consultant for the Baker Phase II Park and Ride/Transit Center project is a non- negotiable lump sum fee of \$40,000.

## IX. Duration of Contract

It is desired for this contract to commence on April 1, 2021 and be completed October 1, 2021 (6 months).

## X. Proposal Submission Guideline

Respondents shall submit 6 bound and 1 electronic copy of the proposal to:

Attn: Ms. Kim Marousek, AICP, Director of Planning  
Capital Region Planning Commission  
14734 S. Harrell's Ferry Rd., Ste B., Baton Rouge, LA 70816

The proposal must be received by 2:00pm C.S.T. on Wednesday, March 3, 2021. Please direct any questions to Kim Marousek, Director of Planning via email at [kmarousek@crpcla.org](mailto:kmarousek@crpcla.org). A list of received questions and responses will be posted on our website as they are received. CRPC will not pay for the development or submission of any proposals in response to this RFP.

Award is contingent upon CRPC receiving Notice to Proceed from LA DOTD.

## **XI. Schedule**

Selection date is subject to change.

- |                                       |                            |
|---------------------------------------|----------------------------|
| • RFP Distribution (Website/Email)    | February 9, 2021           |
| • Advertise RFP (Newspaper)           | February 11, 2021          |
| • RFP Proposals Submittal Deadline    | March 3, 2021 (2 p.m. CST) |
| • TPC Review and Consultant Selection | March 10, 2021             |

## **XII. Compliance with Federal Regulations**

The successful Proposer will be required to comply with, in addition to other provisions of the Request for Proposal, the conditions required by all applicable Federal and State regulations as detailed in Attachment B including the following:

1. Equal Employment Opportunity - Successful Proposer will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.
2. Title VI Assurances - Successful Proposer will be required to comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. Section 2000d), the Regulations of DOT issued thereunder (49 C.F.R. part 21), and assurances by the MPO thereto.

NOTE: Forms in Attachment B must be submitted with RFP response.

## **XIII. Scope of Work**

The following minimum duties will be completed under this contract. These tasks are not necessarily sequential and may be on-going throughout the contract period. The respondent should address their approach to these tasks in their RFP submittal or note significant areas of departure in approach, if applicable.

### **Task 1 – Key Stakeholder Engagement / Public Involvement**

Engagement with key stakeholder team will be coordinated through CRPC, CATS and the City of Baker as appropriate. Meetings are illustrative only and may be amended or combined by Consultant Team.

Additional informational one-on-one meetings may be needed and should be expected by the Consultant Team.

The following meetings are programmed for the purpose of fulfilling the tasks outline in the Scope of Work:

- a. Coordination meeting with CATS, DOTD, CRPC, and Baker Mayor to review current Conceptual Plan, and confirm all operational & regulatory criteria for the Schematic Design package.
- b. Working meeting with CATS, Baker and CRPC to draft the Purpose and Need statement and identification of additional project goals and objectives for submittal in the Stage 0 Checklist.
- c. Coordination meeting with LA DOTD related to property access and desired



improvements along Plank Road (LA 67), discussion of any design exceptions, if needed.

- d. Coordination meeting with other state or federal agencies necessary for project design development and for the submittal of the Stage 0 checklist.
- e. Preliminary Design Review meeting with CATS, City of Baker and CRPC to make final adjustments to Schematic Design packet, as needed.
- f. Final Design Review meeting with CATS, City of Baker and CRPC to present design packet and answer questions.
- g. Consultant will facilitate one public meeting or open house for the City of Baker and/or CATS to provide project context, design details and to gather input. Consultant must be able to facilitate meeting either in-person or virtually as warranted by health guidelines.

Deliverables:

Summary notes from agency consultation meetings to document environmental compliance. Meeting notes and documentation for above-mentioned meetings.

Task 2 – Schematic Design Documents

Full schematic design level package to include the following:

- a. Area Site Plan illustrating bus & public roadway access & associated Park and Ride lot.
- b. Transit Center Site Plan illustrating shelter, seating, bike racks, signage, ticket kiosk, trash receptacle, etc.
- c. Product Cut Sheet images of seating, bike racks, ticket kiosks, trash receptacle, etc.
- d. Elevations & Sections of transit center shelter – per CATS requirement.
- e. Preliminary Landscape & Drainage Plan
- f. Perspective Rendering Views (estimated three view)
- g. Opinion of Probable Cost
- h. Traffic Operations plan-ingress/egress of buses both on Plank Road (LA 67) and on Lavey Lane (LA 3006)
- i. Number/direction of bus bays-ties to ingress/egress
- j. Pedestrian/bike-lane access to, across and through site. Coordination of site design/engineering needs to be refined, safety considerations to be evaluated.

Deliverables:

Schematic Design set; three printed copies and one electronic copy

Task 3 – Development of Preliminary Project Scope and Budget / Stage 0 Form

- a. Purpose and Need statement developed
- b. Description of Project Scope
- c. Preliminary Budget / Cost Estimate
  - Develop conceptual construction cost estimate, to include hard and soft costs and escalation
- d. Project phasing by year, if needed.

Deliverables:

Preliminary budget, cost estimated phasing schedule, if needed. Completion of Project

Scope and Budget Checklist and all documentation necessary to append to said document. Development of Stage 0 checklist and Stage 0 Scope and all documents that must be submitted in conjunction with said document. Stage 0 documents can be found at <https://crpcla.org/publicnotices>.

**XIV. Attachments – All Attachments must be submitted with RFP Response**

**ATTACHMENT A: PROPOSER’S INFORMATION SHEET**

**ATTACHMENT B: FEDERAL REGULATIONS**

- APPENDIX B.1 - CERTIFICATION REGARDING LOBBYING
- APPENDIX B.2 - DEBARMENT AND SUSPENSION CERTIFICATION
- APPENDIX B.3 - FEDERALLY REQUIRED CONTRACT CLAUSES

**ATTACHMENT C: MPO STANDARD SUBMITTAL FORM**

**ATTACHMENT A: PROPOSER'S INFORMATION FORM**

All firms proposing as prime contractors or subcontractors on CAPITAL REGIONAL PLANNING COMMISSION (CRPC) projects are required to submit this form. Please complete this form and return it with your proposal.

1. GENERAL INFORMATION

Name of Firm:  
Street Address:  
City, State, ZIP:  
Mailing Address:  
City, State, Zip:

Telephone Number:  
Fax Number:  
E-mail address:  
Web Address:  
Year Firm was established:

Check all that apply:  
Is this firm a prime consultant? \_\_\_\_\_  
Is this firm a sub-consultant? \_\_\_\_\_ Identify specialty: \_\_\_\_\_  
Is this firm a certified DBE? \_\_\_\_\_ If so, by whom? \_\_\_\_\_  
Is this firm currently debarred? \_\_\_\_\_  
Is this firm currently the subject of debarment proceedings? \_\_\_\_\_

2. FINANCIAL INFORMATION

Firm's annual gross receipts (average of last 3 years):

\_\_\_\_\_ <\$500,000  
\_\_\_\_\_ \$500,000 - 1,500,000  
\_\_\_\_\_ \$1,500,000 - \$5,000,000  
\_\_\_\_\_ >\$5,000,000

Information will be maintained as confidential to the extent allowed by federal and state law.

The undersigned swears that the above information is correct. Any material misrepresentation may be grounds for terminating any contract which may be awarded.

\_\_\_\_\_  
Name, Title

**ATTACHMENT B: FEDERAL REGULATIONS**

**APPENDIX B.1: CERTIFICATION REGARDING LOBBYING**

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

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

***[Note: 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.]***

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

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

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

**APPENDIX B.2: DEBARMENT AND SUSPENSION CERTIFICATION**

**Choose one alternative:**

- The Proposer, \_\_\_\_\_, 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 or embezzlements, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
  4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

**OR**

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

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

**Executed in (City)** \_\_\_\_\_, **state of** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

**Date**

**APPENDIX B.3: FEDERALLY REQUIRED CONTRACT CLAUSES**

- A. CIVIL RIGHTS REQUIREMENTS**
- B. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**
- C. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**
- D. LOBBYING**
- E. ADA ACCESS**
- F. NO OBLIGATION BY THE FEDERAL GOVERNMENT**
- G. RECORDS AND REPORTS**
- H. TERMINATION**
- I. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**
- J. BREACHES AND DISPUTE RESOLUTION**
- K. CLEAR AIR**
- L. CLEAN WATER REQUIREMENTS**
- M. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
- N. ENERGY CONSERVATION REQUIREMENTS**
- O. RECYCLED PRODUCTS**
- P. GOVERNING LAW**
- Q. SEVERABILITY**
- R. PATENT RIGHTS**
- S. RIGHTS IN DATA AND COPYRIGHTS**

## **A. CIVIL RIGHTS REQUIREMENTS**

**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.

## **B. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

- 1) 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%. The agency's overall goal for DBE participation is 0.03%. A separate contract goal has not been established for this procurement.
- 2) 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 CRMPO 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.
- 3) 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 CRMPO.
- 4) The contractor must promptly notify the CRMPO 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 CRMPO.

## **C. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

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 CRMPO. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CRMPO, 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.

## **D. LOBBYING**

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** – Contractors who apply or bid for an award of \$100,000 or more shall file the certification



required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**\*\* MUST COMPLETE AND SUBMIT APPENDIX A: 49 CFR PART 20 – CERTIFICATION REGARDING LOBBYING \*\***

**E. ADA ACCESS**

Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

**F. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

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.

**G. RECORDS AND REPORTS**

The MPO and Contractor shall maintain all books, records, and other documentation pertaining to the Scope of Services and necessary to completely substantiate all costs incurred and billed to the MPO for a period of three (3) years from the date of final payment. These records shall be made available for inspection and audit to any state or federal authority authorized to inspect such records and copies thereof shall be furnished at the expense of Contractor, if so requested.

**H. TERMINATION**

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 provision of this contract, the MPO may terminate this contract for default. The MPO shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contract will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performances set forth in this contract.

**I. 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 the 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 cause to be made, pertaining to the underlying contract of 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 the 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.

#### **I. BREACHES AND DISPUTES**

- 1) *Disputes* – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the CRMPO's Executive Director. This decision shall be final and conclusive unless within then (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Transportation Planning Director. In connection with any such appeal, the Contractor shall be afforded and opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision
- 2) *Performance During Dispute* – Unless otherwise directed by the CRMPO, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 3) *Claims for Damages* – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 4) *Remedies* – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CRMPO and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or if a court of competent jurisdiction with the State in which the CRMPO is located.
- 5) *Right and Remedies* – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of and duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CRMPO or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, no shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **K. 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 purchaser and understands and agrees that the Purchaser 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.

**L. CLEAN WATER REQUIREMENTS**

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 22 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees the Purchaser 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.

**M. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- 1) *Overtime requirements* – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less the one and on-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) *Violation; liability for unpaid wages; liquidated damages* – In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore - shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) *Withholding for unpaid wages and liquidated damages* – The MPO shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract of any other federal contract with the same prime contractor, of any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor of subcontractor for unpaid wages and liquated dames as provided in the clause set forth in paragraph (2) of this section.
- 4) *Subcontracts* – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) though (4) of this section and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**N. ENERGY CONSERVATION REQUIREMENTS**

The Contract agrees to comply with mandatory standards and policies relating to energy The laws of the State of Louisiana shall govern the construction, interpretation the Energy Policy and Conservation Act.

**O. RECYCLED PRODUCTS**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR part 247, and Executive order 12873, as they apply to the

procurement of items designated in Subpart B of 40 CFR Part 247

**P. GOVERNING LAW**

The laws of the State of Louisiana shall govern the construction, interpretation, execution and enforcement of this Agreement.

**Q. SEVERABILITY**

In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement

**R. PATENT RIGHTS**

The Contractor Agrees that (a) Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the contractor produces a patented or patentable invention, improvement or discovery, (b) The Federal Governments rights arise when the patent or patentable information is conceived or reduce to practice with federal assistance or (c) When a patent is issued or patented information becomes available as described in the preceding section (b) of section r., the FTA will be notified immediately and a detailed report satisfactory to FTA will be provided.

**S. RIGHTS IN DATA AND COPYRIGHTS**

*"Subject data"* means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the underlying agreement. Examples of 'subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the underlying agreement.

Upon final payment, all designs, plans, reports, specifications, drawings, subject data and other services rendered by Contractor shall become the sole property of the MPO, which shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use and authorize others to use all such materials for authorized government purposes. Other entities that may reproduce, publish, or otherwise use the designs, plans, reports, specifications, drawings, and other services rendered by Professional include, but are not limited to the Louisiana Department of Transportation ("LADOT"), the Federal Transportation Administration ("FTA"), and the Federal Highway Administration ("FHWA").

ATTACHMENT C

# **MPO Standard Submittal Form**

(December 2018)

## **PROPOSAL TO PROVIDE CONSULTANT SERVICES**

Firm should fill in the MPO Standard Submittal Form provided without altering the text provided in the form.  
 Firm should enter the firm name in the footer at the bottom of this page. (It will carry over to subsequent pages.)

1. Contract title as shown in the advertisement	
2. Contract number(s) if shown in the advertisement	
3. State Project Number(s), if shown in the advertisement	
4. Firm name (as registered with the Louisiana Secretary of State where such registration is required by law)	
5. Firm license number (as registered with the Louisiana Professional Engineering and Land Surveying Board (LAPELS or American Institute of Certified Planners (AICP or other professional regulatory board, as applicable ) if registration is required under Louisiana law)	
6. Mailing address	
7. Name, title, phone number, and email address of firm's Contract Point of Contact	
8. Name, title, phone number, and email address of the official with signing authority for this proposal	
9. This is to certify that all information contained herein is accurate and true, and that I presently have sufficient staff to perform these services within the designated time frame.	Signature (shall be the same person as #8):  _____ Date: _____
10. If a Disadvantaged Business Enterprise (DBE) goal has been set for this advertisement, indicate which firm(s) will be used to meet the DBE goal.	

Page 1 of 7 Firm name:

11. Provide an organizational chart showing ALL relevant prime consultant and sub-consultant (if applicable) personnel assigned to each task of the contract, specific duties for each, and reporting lines for the purposes of this contract. (Sub-consultants should put “See prime’s MPO Standard Submittal Form.” If the prime and sub-consultant(s) provide conflicting information, the information given in the prime consultant’s MPO Standard Submittal Form will be used.)

Page 2 of 7 Firm name:

12. Use the table below to identify both prime consultant and sub-consultant staff designated to work on this contract meeting the Minimum Personnel Requirements (MPRs) specified in the advertisement. The consultant should fill in the “Requirement” column with the MPRs given in the advertisement. Sub-consultants should put “See prime’s MPO Standard Submittal Form.” If the prime consultant and sub-consultant(s) provide conflicting information, the information given in the prime consultant’s MPO Standard Submittal Form will be used. Add or remove rows as needed.

Requirement (as stated in advertisement)	Personnel being used to meet the requirement	Firm employed by	Type of license / certification required	License / certification expiration date

13. Short résumés shall be provided for all of the personnel from your firm listed in Section 13 of the prime consultant’s proposal. Add or remove rows as needed.

Name		Years of experience with this firm/employer	
Title		Years of experience with other firm(s)/employer(s)	
Degree(s) / Years / Specialization			
Active registration number / state / expiration date			
Year registered		Discipline	
Contract role(s) / brief description of responsibilities			
Experience dates (mm/yy–mm/yy)	Experience and qualifications relevant to the proposed contract		



14. List firm's project experience **most relevant** to the scope in the advertisement. The firm should list **no more than 10 projects** and should include **no more than one page per project**. If more than 10 projects are listed, the additional projects may be discarded prior to providing the proposals to the Project Evaluation Team for grading. Projects listed shall only include work performed by the firm. Work performed by employees of the firm during their employment by another firm shall not be included in this section. The projects listed do not necessarily need to have been MPO projects.

Project name				Firm responsibility (prime or sub?)	
Project number		Owner's name			
Project location			Owner's Project Manager		
Owner's address, phone, email					
Services commenced by this firm (mm/yy)		Total consultant contract cost (\$1,000's)			
Services completed by this firm (mm/yy)		Cost of consultant services provided by this firm (\$1,000's)			

Describe the project including the firm's role and members involved. (Highlight members to be used in this proposal.)

15. Provide any additional information or description of resources supporting your firm's qualifications for the proposed contract including information that your firm has adequate staffing to complete the contract and a description of how your firm intends to meet any specialized requirements as may be provided in the advertisement for the contract. This section should be limited to four pages. If more than four pages are included, all pages after the fourth page may be discarded prior to providing the proposals to the Project Evaluation Team for grading.

16. For all contracts on which your firm is a prime consultant or sub-consultant and where a) the consultant selection was made by the MPO and DOTD, and b) a contract was executed by the prime consultant with the MPO or DOTD by the date the advertisement for this proposal was posted, list all work meeting the following criteria:

- 1) your firm is responsible for the performance of the work;
- 2) authorization to perform the work has been provided, as provided in the contract between the prime consultant and the MPO or DOTD;
- 3) the work has not yet been performed, invoiced, and paid; and
- 4) the work is not currently suspended for an indefinite period of time.

List only the portion of the fees attributable to your firm. Add or remove rows as needed.

**All dollar amounts shall be shown in thousands of dollars, rounded to the nearest thousand.**

State Project Number	Project name and location	Remaining unpaid balance (\$1,000's)
	Total	