

MUSKEGON COUNTY

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July 23, 2013

ARCHITECTURAL AND ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS
RFQ 13-2089

Vendor: _____

The Muskegon County Board of Commissioners invites your Qualifications for Architectural and Engineering Services for Muskegon Area Transit System. A set of conditions and specifications/requirements are enclosed.

Qualifications are due in the Muskegon County Purchasing Office, Central Services Building, 1st Floor, 141 E. Apple Avenue, East Entrance, Muskegon, MI 49442, no later than 2:00 P.M., prevailing time, Monday, August 12, 2013.

The time of receipt shall be determined by the time clock stamp in the Purchasing Office. Bidders are responsible for insuring that their qualification response is stamped by Purchasing Office personnel by the deadline indicated.

No late qualifications will be accepted.

Heath Kaplan

Heath Kaplan
Director of Finance & Management Services

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QUALIFICATIONS PACKET CHECKLIST

Please complete the required forms below and check them off of this list as you complete them.
Return the completed forms to the Muskegon County Purchasing Office with your qualifications.

Completed	Not Applicable	
<input type="checkbox"/>	<input type="checkbox"/>	Qualifications Certification/Non-Collusion Affidavit
<input type="checkbox"/>	<input type="checkbox"/>	Minority Supplier Certifications
<input type="checkbox"/>	<input type="checkbox"/>	Addenda Summary
<input type="checkbox"/>	<input type="checkbox"/>	Qualifications Specifications
<input type="checkbox"/>	<input type="checkbox"/>	References / Work Experience
<input type="checkbox"/>	<input type="checkbox"/>	W-9 Form
<input type="checkbox"/>	<input type="checkbox"/>	No Qualifications Response Form
<input type="checkbox"/>	<input type="checkbox"/>	First page of Bid Instructions (Delivery Date / Terms of Sale / Maximum Bid in Force)
<input type="checkbox"/>	<input type="checkbox"/>	Statement of Qualifications Form 330 Part 1
<input type="checkbox"/>	<input type="checkbox"/>	Statement of Qualifications Form 330 Part 2
<input type="checkbox"/>	<input type="checkbox"/>	Lobbying Certification
<input type="checkbox"/>	<input type="checkbox"/>	Standard Form LLL - Disclosure of Lobbying Activities
<input type="checkbox"/>	<input type="checkbox"/>	Supplemental Additional Information and Documentation As Needed

QUALIFICATIONS CERTIFICATION/NON-COLLUSION AFFIDAVIT

I certify that these qualifications are made without prior understanding, agreement, or connection with any corporation, firm or person submitting qualifications for the same materials, supplies, equipment, or service, that it meets or exceeds all specifications contained herein, and is in all respects fair and without collusion or fraud. The bidder's signature declares under penalty of perjury of the laws of the United States that the contractor submitting this bid, its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with these qualifications for the above project. I agree to abide by all conditions of these qualifications and certify that I am authorized to sign for the supplier.

Qualifications Number: RFQ 13-2089 Architectural and Engineering Services

Vendor: _____

Vendor Address: _____

Phone Number: _____

Fax Number: _____

Signature: _____

Name Printed: _____

Title: _____

Date Signed: _____

E-Mail: _____

Website: _____

MINORITY SUPPLIER CERTIFICATIONS

Please check all that apply:

The vendor represents that it IS IS NOT a woman or women-owned business.

The vendor represents that it IS IS NOT a minority-owned business.

The vendor represents that it IS IS NOT a disadvantaged business enterprise.

The contractor represents and warrants that the company meets the above (when checked) and can provide supportive documentation upon request.

Authorized Agent Signature

Date

Authorized Agent Printed Name

ADDENDA SUMMARY

Please initial below acknowledging receipt of any addenda (give number and date of each).
If none were received, please indicate this as well.

Addendum Number	Addendum Date	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company Name: _____

Signature: _____

Printed Name: _____

QUALIFICATIONS SPECIFICATIONS

If there are any questions regarding the following specifications, please contact:

Melissa Olstrom, Administrative Analyst at (231) 724-8879 and/or olstromme@co.muskegon.mi.us

INTRODUCTION & STATEMENT OF WORK

INTRODUCTION

The Muskegon Area Transit System (MATS) is the primary provider of public transportation services in Muskegon County, Michigan. Operating since 1974 as a department of Muskegon County government, the Muskegon Area Transit System provides fixed route scheduled bus services within the urbanized core of Muskegon County and limited demand response services for the elderly and disabled populations county-wide. MATS have an annual operating budget of over \$3 million and receive funding support from Federal, State, and local sources. In recent years, MATS has provided approximately 725,000 trips per year.

Purpose:

The intent of this solicitation is to obtain Statements of Qualifications from Architecture and Engineering firms interested in completing design efforts, developing detailed construction bid documents, and conducting limited construction oversight as related to design on the Muskegon Area Transit System Downtown Muskegon Transit Center Renovation and Addition Project. The successful firm will work with the Muskegon Area Transit System, its chosen Construction Program Management firm, and a General Contractor to be selected, in this Design-Bid-Build project.

Areas of desired technical expertise for the Architecture/Engineering firm include, at a minimum:

- Project Management
- Architectural Design
- Structural Engineering Design
- Civil Engineering
- Mechanical Engineering (HVAC)
- Plumbing Design
- Fire Suppression Design
- Accessible Design / ADA Compliance
- Cost Estimating
- Traffic Engineering
- Electrical Engineering Design
- Security Analysis
- Landscaping
- Fire and Life Safety Design
- Hazard Analysis

Other areas of expertise may include:

- Experience with construction projects using federal funded programs
- Knowledge of 49 CFR Part 26 the federal Disadvantaged Business Enterprise Program requirements
- LEED professional credentials.

It is MATS' intent to award to a responsible Contractor with the most responsive proposal that conforms to this RFQ.

Sustainability design and community livability concepts are assumed to be embedded in each of the applicable design disciplines. While LEED goals are not going to be established for this project, the successful A&E firm will be expected to assist with suggesting goals and designing the project to incorporate as many LEED characteristics as financially possible. Other sustainable building guidelines such as Energy Star shall also be used. The presentation of lifecycle costs for the sustainability measures shall be incorporated into the budget.

Construction Project Overview

The Downtown Transit Center project consists of renovation of the existing Herman Ivory Passenger Terminal facility in downtown Muskegon, Michigan, and construction of additional indoor and outdoor transit spaces adjacent to the existing structure. The fundamental goal for the Downtown Transit Center project is to provide a safe, clean, and aesthetically pleasing environment for passengers, in addition to being an operationally efficient facility for buses and staff.

The Downtown Transit Center project site is located on parcels 61-24-205-564-0003-00 (current site, owned by Muskegon County), and adjacent parcels 61-24-233-000-0022-00 and 61-24-233-000-0023-00 (both to be acquired). The street addresses are 331, 351, and 363 Morris Avenue, Muskegon, Michigan 49440.

Preliminary procurement schedule for the Downtown Transit Center Project RFQ 13-2089:

Advertisement Date:	Thursday, July 25, 2013
Request for Qualifications Due:	Monday, August 12, 2013
Professional Interviews (short-listed firms):	Week of August 19, 2013
Contract Negotiation:	Week of August 26, 2013
Board of Commissioners Approval:	September 24, 2013
Anticipated Contract Award and Issuance:	September 25, 2013
Construction Documents Complete:	February 2014
Construction Begins:	Early Spring 2014
Construction Completed:	Fall 2014

This schedule is provided as an overview of the project and is subject to change as the County's needs change or through negotiation with the successful professional(s). MATS is on a very tight schedule to move this project forward as quickly as possible, and as a result, the Preliminary Procurement Schedule is a very aggressive timeline.

All questions about the presentation and its contents should be directed to the designated contacts in this RFQ. Direct inquiries to others involved in the study are discouraged.

Funding

The Downtown Transit Center Project will be funded primarily by grants from the Federal Transit Administration (FTA) and the Michigan Department of Transportation (MDOT). Estimated funding currently available for construction and furnishing of the facility is \$1,900,000. Grant revisions or additional grant opportunities may result in an increased construction budget prior to final design.

Proposals

Any alteration to the forms contained in the RFQ or failure to submit all certifications referenced may be cause for the proposal to be declared as non-responsive.

Forms and materials related to this Request for Qualifications will be distributed via the Michigan Intergovernmental Trade Network (MITN) procurement site. Vendors may register via <http://www.mitn.info/default.asp> to access RFQ documents via this service at no charge. Any clarifications, amendments, or documents related to the RFQ solicitation, or changes in the due date for responses will be issued via MITN and it is the vendor's responsibility to ensure that the latest materials are secured prior to responding to the RFQ.

Under no circumstance will any proposal be accepted later than the time or date detailed or at any other location than that specified. This restriction is absolute and includes, but is not limited to, failure of a private delivery service or the United States Postal Service to deliver documents in a timely or scheduled manner. No response will be accepted that is not in the hard copy format. Electronic responses are not valid for this RFQ solicitation. Proposals received after the due date and time will be returned un-opened.

Single Offers

If only One (1) offer is received, MATS will, per FTA Guidance Circular 4220.1F, conduct a cost and price analysis. Vendor is required to hold pricing firm until MATS approval or rejection is received. Vendors are required to provide for the analysis any requested information. Failure to provide the requested information will result in the vendor being removed from consideration for contract completion. MATS reserves the right to accept or reject the submitted offer on the basis of the analysis or comparison alone if it is deemed in the best interest of MATS to accept or reject.

Future Work Limitations (For these purposes, "Affiliate" or "Affiliates" of a Proposer means any Person or entity that controls, is controlled by or is under common ownership or control with that Proposer.):

If a Proposer is awarded a contract to prepare designs and plans/specifications for this project, that Proposer and its Affiliates will not be eligible to propose/bid on or enter into a contract for construction of this project.

Term of Engagement

MATS is seeking a term of up to three (3) years of service, with completion upon final acceptance of the project and completion of all contractual obligations. The bulk of Architecture/Engineering services will occur in the early months of this term.

Contract Commencement

The initial contract commencement date will be upon issuance of first purchase order anticipated to occur in September 2013. MATS reserve the right to cancel the agreement at its own convenience.

STATEMENT OF WORK

MATS request the submittal of Statements of Qualifications for the performance of Professional Architectural/ Engineering Design Services for its Downtown Transit Center Renovation and Addition Project.

It is strongly encouraged that respondents become familiar with The Federal Transit Administration (FTA) Construction Project Management Handbook – Issued March 2012 (FTA Report No. 0015) as it will be a key reference and guide to successful and smooth regulatory and project compliance with the FTA. The Handbook is available online here: http://www.fta.dot.gov/documents/FTA_Report_No._0015.pdf.

Scope of Work

1. **Debriefing Sessions** - Meet with MATS for briefings regarding project background and efforts to date. Review materials regarding available funding, grantor requirements, conceptual design efforts, etc., and identify next steps.
2. **Engage Stakeholders** - Immediately engage necessary stakeholders and authorities to determine elements necessary for a successful project design.
3. **Establish design and engineering project schedule.**
4. **Environmental Compliance** - Review all completed environmental studies results and ensure compliance with the authorities. Secure additional approvals as necessary. Please refer to FTA Construction Project Management Handbook – Section 4 as this project must address all items contained within that section.
5. **Conceptual Design** - Conduct Conceptual Design Process to articulate overall site concept and broad budget refinements. Please refer to FTA Construction Project Management Handbook – Section 5 as this project must address all items contained within that section. Specific items that must be addressed in this Conceptual Design Phase (in addition to those in Section 5 of the FTA Handbook) include:
 - a. Infrastructure elements in support of a multi-modal transit facility serving vehicles, pedestrians, bicycles, inter-city buses, and others.
 - b. Internal traffic flow in support of external interfaces to the facility.
 - c. Elements capable of supporting pedestrian, bicycle, and motorized vehicle interfaces with planned transit modes. (i.e. passenger loading, drop off, and parking locations, racks, lockers, etc.)
 - d. Space allocation for timely and reasonable expansion of opportunities for revenue development activities / locations.
 - e. Public waiting areas, staff work areas, ticket sales counter, restroom facilities, vending areas, and passenger amenities. (There are no bus garage or maintenance facilities included in this project.)
 - f. Public waiting areas specifically addressing enhancing the public's safety and the security of the facility.
 - g. Transit retail sales and information outlet.
 - h. Overall architectural image and quality – NOTE: It is desired that this facility become a representation of Muskegon County's desire to achieve outstanding architectural quality and be a strong expression of the County's desire to be a smart user of environmental resources through thoughtful design decisions that lead to long term durability of the project and significant life-cycle cost savings.
 - i. Identification and incorporation of local utility company incentive programs, alternative energy opportunities, and environmentally-conscious design concepts. Energy efficiency must be a strong component of the facility design.
 - j. Identify and incorporate LEED design elements where practicable. Lifecycle costs shall be evaluated and presented.
6. **Major Reviews** - Conduct stakeholder review sessions as directed by MATS to garner feedback on the proposed schematic design. Integrate environmental findings and issues into schematic design concepts.

7. **Preliminary Engineering** - Conduct Preliminary Engineering Process to articulate overall site engineering, interrelationships and budget refinements.
8. **Peer Reviews** – Conduct Peer Reviews at the completion of the Preliminary Design phase, which are designed to enhance bus operations.
9. **Presentation of Rendering of Design** - During this period, the preliminary engineering of the Downtown Transit Center will be completed and renderings can be used in stakeholder meetings.
10. **Final Design** - Complete by the end of February 2014. Conduct Final Design Process. Please refer to FTA Construction Project Management Handbook – Section 5 as this project must address all items contained within that section related to Final Design. The Handbook is available online here: http://www.fta.dot.gov/documents/FTA_Report_No._0015.pdf.
11. **Final Preparations for Construction Bid** - Complete by the end of February 2014. The selected professional services firm will prepare the specifications for the final bid documentation as highlighted in the FTA Construction Project Management Handbook as this project must address all items contained within that section related to Final Preparations for Construction. Participate in the bid process by evaluating Contractor inquiries or requests for approved equals.
12. **Construction Oversight** - Construction services including but not limited to responding to Contractor Requests for Information (RFI), reviewing change requests and estimating costs for change orders, and periodic site visits to ensure design compliance.

Construction Program Manager

In order to assist in the implementation of this Design-Bid-Build project, MATS plans to select a Construction Program Manager through a qualifications-based procurement process with a demonstrated history in the successful delivery of similar facilities that receive federal funding. The Construction Program Manager for this assignment has not been hired yet. The Construction Program Manager's Scope of Services includes assistance in managing the A/E contract and participating in design reviews, constructability reviews, and cost estimating throughout the design; participation in construction administration; assistance with close out of the project; and assistance with federal liaison, grant management, reporting, and coordination.

Technical Experience Requirements for Proposer

Bidding Firms are to submit a technical proposal that addresses all disciplines referenced above. The technical proposal should also include work history, including any projects related to the transit industry. The above list is the minimum requirement of disciplines needed. Additional disciplines that the submitting firm believe may be of interest to MATS may also be addressed.

In the interest of uniform evaluation, MATS is choosing to require all submitting firms to use the federal FAR form 330 (Attachment A) for submitting their technical qualifications.

The Standard Form can be found online here and downloaded for easier form completion: <http://www.acgov.org/pwa/documents/sf330.pdf>

Please complete and submit FAR Architect-Engineer Qualifications form 330, part 1.

- **Part A:** The Contract Title will be Muskegon Downtown Transit Center. Public Notice Date will be July 23, 2013; project number will be RFQ 13-2089.
- **Part C:** Information on proposed team for specific project.
- **Part E:** Complete for proposed team for specific project.
- **Part F:** Submit at least 1 sample project that best illustrates the qualifications being proposed for each project (Part F).
- **Part G:** List all your sample projects (up to 10), and indicate who worked on project and in what capacity. Three (3) projects minimum is required.
- **Part H:**
 - Project Understanding and Approach
 - Provide a brief description of how Proposer perceives its role and any subcontractor(s) roles in carrying out the work in this RFQ.

- Provide a work plan and schedule that more fully defines how Proposer will complete a successful design and the staff to be assigned to each task.
- References
 - Provide a list of clients (minimum of 2) that have been provided similar design services within the last two years. Include a contact name and email address and a brief description of the services provided.

Please complete and submit FAR Architect-Engineer Qualifications form 330, part 2 for each branch that may be working with MATS (Attachment A). This is the form MATS will use to evaluate firms minimum required technical skills.

EVALUATION AND SELECTION PROCESS

Proposal Selection Process

The selection process, in accordance with FTA requirements and MATS policies, is to be conducted in a manner providing maximum open and free competition as well as facilitating expeditious negotiation once the short list Proposers are identified.

Selection Sequence

The selection of short list Proposers to perform the required Contract Services will be accomplished in the following manner.

Statement of Qualifications' Evaluations

Each SOQ will be examined by MATS to ensure proposals are responsive and responsible.

Proposals found to be responsive and responsible will be evaluated by MATS' Evaluation Committee for compliance with the stated requirements as outlined below as Evaluation Criteria. Each criterion will be scored on a scale of 1 to 10, and then weighted as noted in the criteria below.

The Evaluation Committee will be comprised of three (3) members, anticipated to be:

- Jim Koens, Transit Systems Manager, Muskegon County
- Bob Lukens, Community Development Director, Muskegon County
- Steven Fink, P.E., Public Works Engineer, Muskegon County

Evaluation Criteria

1. Financial Capability – Pass/Fail
 - a. The proposed must demonstrate financial capacity to support their ability to provide service on a reimbursement basis. The information submitted in the FAR 330 Form will be evaluated and the Proposer will be rated based on financial viability.
2. Qualifications of the Proposer and Team - 40% weighting
 - a. Experience in performing the various work elements for public entities; experience working with city, state, federal and local public agencies, such as FTA and MATS; overall company strength, stability, depth of resources, and experience and technical competence of staff; assessment by client references.
3. Qualifications of Key Team Personnel - 20% weighting
 - a. Qualifications of project staff, particularly key personnel including assigned Project Manager.
4. Project Understanding and Approach – 30% weighting
 - a. Depth of Proposer's understanding of MATS' requirements; overall quality and logic of project approach plan; and technical and proactive approaches to key services.
5. Experience Verification / References– 10% weighting
 - a. Past performance on other relevant projects/contracts with other transit or government agencies; MATS will perform reference checks for each firm. Although the reference checks will not be scored per se, they will be used to validate information contained in the Technical Proposal. Have the Consultant and other members of the Project Team:
 - i. Successfully completed similar work for other transit agencies?
 - ii. Demonstrated stability and competency through repeat business and successfully meeting contractual obligations with other clients?

AWARD OF THE PROFESSIONAL SERVICES CONTRACT

The Statements of Qualification submittals will be evaluated by a Selection Committee established by MATS. SOQs will be evaluated on the criteria noted above. The total evaluation points, as separately scored by each Selection Committee member, will be added and each Offeror will be ranked in numerical sequence, from the highest to the lowest score.

MATS may at its option, interview those consulting firms determined to be deemed the most qualified (the "short-listed firms") to further explore the firms' Statement of Qualifications before making a final selection. Failure to appear at the interview will cause the Offeror to be considered non-responsive and will be eliminated from the list.

After evaluation is completed and upon determination of the final ranking, MATS will commence contract negotiations with the highest-ranked firm for the purposes of finalizing the award. If negotiations with the highest-ranked firm are unsuccessful, MATS will begin negotiations with the next highest-ranked firm.

MATS intend to award a contract to the most-qualified firm submitting a responsive SOQ for a fair and reasonable price. MATS intends to award one contract for all necessary services.

MATS reserve the right to reject any or all SOQs, to negotiate separately with any source whatsoever, and to accept the SOQ considered being most advantageous to MATS. MATS also reserves the right to select the Contractor on the basis of SOQ's received without seeking further information or clarification from Offerors.

Reserved Right

MATS reserves the right to withdraw this solicitation at any time in the process prior to contracting upon notification to all vendors in receipt of the solicitation documents by fax, letter or email to their last known business address. If such action is taken by MATS, no vendor will have claim for recompense.

VENDOR INSTRUCTIONS

Notice to Vendors

Vendors are furnished the following instructions to clarify conditions for work, development and presentation of offers, clarification of contents, review of concerns, and other pertinent information from which knowledge of preparing and offering a responsible and responsive offer may be developed.

All forms required in the certification pages must be completed or the proposal will be considered as non-responsive.

Required Responses

The following items are listed as required. Failure to include them in your submission may cause your proposal to be ruled non-responsive.

In a sealed envelope, each response shall include the following:

- Statement of Qualifications:
 - Completed form 330 part 1
 - Completed form 330 part 2 for each branch that will be working with MATS
- All certifications contained in this package.
- Current certificates of insurance
- Completed W-9 (optional)
- Submission of the above-required information may be supplemented by additional information and documentation. Elaborate materials are not needed for the evaluation.

All envelopes must be sealed. All submissions are final. No addendums or corrections will be accepted or considered after the Reply Due Date.

Any matters concerning this procurement will be addressed directly to Melissa Olstrom, Administrative Analyst, Muskegon Area Transit System, olstromme@co.muskegon.mi.us. If additional information or clarification is required from an Offeror, they will be contacted directly. Each Offeror will be advised in writing of any award recommendations.

Limitation of Responsibility

MATS is not responsible, and will not accept any responsibility, for the cost incurred by any vendor in the specific preparation or the associated activities aiding in the preparation of any offer.

MATS is not responsible to return to any vendor the offer submitted to MATS as a response to this solicitation.

Vendor Warrants and Sub-Contractor Restrictions

Vendor will warrant that all information provided by it in connection with this offer is true and accurate, and that vendor by virtue of its submission is capable of supplying all work requested herein without brokering or delegating to a third party.

Vendor will warrant that it will not delegate or sub-contract its responsibilities under the Agreement beyond the level revealed in the solicitation without the prior written permission of MATS.

Responsiveness and Responsibility Definitions

All offers must be responsive and responsible.

Definition of responsive for submitting parties to this solicitation:

All blanks must be filled in or zeroed, all materials must conform to the work requested unless an alternate has been approved in writing by MATS prior to the submission date and time, and all associated certificates and other associated information must be included in the submission package. Any alteration, erasure, or interlineations of the documents may be cause for the offer to be determined non-responsive. However, MATS reserves the right to waive any defects or irregularities in any submission, to accept all submissions, or to reject any and all submissions.

Definition of responsible for the submitting parties to this solicitation:

MATS may consider among other factors, the Contractors record of integrity, experience, and past performance, its financial status, the capability to perform the project as stated, or whether the vendor is in default of any contract or other obligation to MATS, the Federal, State or Local Government(s). In arriving at a determination, MATS may institute a pre-award survey on any or all vendors. Vendors will be required to cooperate with the Evaluation Committee. Failure to cooperate may result in a finding of non-responsibility.

A vendor shall not add to, delete from, or change any specification, term, or condition within the solicitation package unless authorized to do so by an amendment issued by MATS. In addition vendors must confine their response to the spaces provided on any furnished submittal form or Cost Form, except where the Form itself may make an exception to the contrary. Alternate offers may be submitted but shall be submitted in a format that is easily understood, shows conformance with the contents of the Statement of Work, and contains full explanation as to the effectiveness of the alternate proposed in satisfying the intent of the solicitation.

Taxes

MATS is tax exempt from Federal and State excise, use, and sales taxes.

Independent Contractor

The successful vendor shall be considered, and shall accept status as being that of an "Independent Contractor" to MATS, and shall recognize that they are not an employee or officer of the Corporation.

Contract Required

A vendor selection and recommended contract award will be presented to the Muskegon County Board of Commissioners for award and authorization to enter into a contract. Work shall not commence until contract award and issuance of a purchase order or notice to proceed.

MATS reserves the right to ask questions for clarification to offer items of any submitter during the evaluation process without such effort being construed as bargaining.

Submission of an offer will be construed as tacit acknowledgment and agreement to this section, and a dedication on the part of the vendor to seek in good faith a contractual arrangement consistent with this solicitation and its offer.

Warranties and Guarantees

The contractor will deliver to MATS any and all Warranties and Guarantees for the contracted goods and/or services delivered in their hand from a manufacturer or other provider as a result of the contractual arrangement with MATS. The contractor shall warrant concerning the equipment: 1. Conformance to specifications, 2. Products free from defects, functionally acceptable, of good materials and workmanship and suitable for the intended use.

FTA REQUIRED CONTRACT CLAUSES AND OTHER CERTIFICATIONS

With submission of a proposal, bidders agree to all of the requirements summarized in the following required clauses:

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government

Muskegon County and the 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 Muskegon County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

Program Fraud and False or Fraudulent Statements or Related Acts

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.

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.

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.

ACCESS TO RECORDS AND REPORTS

**49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17**

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

Where Muskegon County is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide Muskegon County, 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.

Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to Muskegon County, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until Muskegon County, 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).

FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference between Muskegon County 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.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 1211242 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

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.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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 DOT, 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 Muskegon County requests which would cause Muskegon County to be in violation of the FTA terms and conditions.

ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et seq.
49 CFR Part 18**

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

TERMINATION

49 U.S.C. Part 18

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

Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Muskegon County may terminate this contract for default. Termination shall be effected 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 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, Muskegon County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by Muskegon County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Muskegon County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision) Muskegon County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor seven days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Muskegon County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Muskegon County setting forth the nature of said breach or default, Muskegon County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Muskegon County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Muskegon County may terminate this contract for default. Muskegon County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

**49 CFR Part 29
Executive Order 12549**

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

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

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by Muskegon County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Muskegon County, 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.

BREACHES AND DISPUTE RESOLUTION **49 CFR Part 18**

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 authorized representative of Muskegon County's Finance and Management Services Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Finance and Management Services Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Finance and Management Services Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Muskegon County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Muskegon County 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 in a court of competent jurisdiction within the State in which Muskegon County is located.

Rights 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 any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Muskegon County, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor 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.

LOBBYING **31 U.S.C. 1352** **49 CFR Part 19** **49 CFR Part 20**

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 Muskegon County.

CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

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 Muskegon County and understands and agrees that Muskegon County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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.

CLEAN WATER REQUIREMENTS
33 U.S.C. 1251

(1) 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 Muskegon County and understands and agrees that Muskegon County 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.

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

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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 CFR Part 26

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%. Muskegon County's overall goal for DBE participation is 0%. A separate contract goal has not been established for this procurement.

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 Muskegon County 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.

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 Muskegon County. In addition, **is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Muskegon County and contractor's receipt of the partial retainage payment related to the subcontractor's work.**

The contractor must promptly notify Muskegon County, 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 Muskegon County.

ADA ACCESS

Title 49 Subtitle A Part 27 Non Discrimination on Basis of Disability in Programs or Activities Receiving Federal Financial Assistance. [Sec. 27.3 RFQ 12-09-113 Architectural/Engineering Design Services 32 Applicability] This part applies to each recipient of Federal financial assistance from the Department of Transportation and to each program or activity that receives such assistance. Design, construction, or alteration of buildings or other fixed facilities by public entities subject to part 37 of this title shall be in conformance with appendix A to part 37 of this title. All other entities subject to section 504 shall design, construct, or alter a building, or other fixed facilities shall be in conformance with either appendix A to part 37 of this title or the Uniform Federal Accessibility Standards, 41 CFR part 101-19 subpart 101-19.6, appendix A [44FR 31468, May 31, 1979 as amended at 56 FR 45621, Sept. 6, 1991; 68 FR 51390, Aug. 26, 2003] (Applicable to construction contracts only) Section 107 (OSHA).

General

In the event that a protest is filed with MATS, and if the decision rendered by the County of Muskegon is deemed to be adverse by the protestor, it may file a protest with the Federal Transportation Administration (FTA).

FTA will only review protests regarding the alleged failure of MATS to have a written protest procedure or the alleged failure to follow such procedures. Alleged violations on other grounds are under the jurisdiction of appropriate State or Federal Courts, or Municipal or Federal regulatory agencies. Any protest involving other matters should be filed in agreement with the directions given in particular regulations. See, e.g., Buy America Requirements, 49 CFR Part 661 (Section 661.15); participation by minority Business Enterprise in Department of Transportation programs, 49 CFR Section 23.73.

FTA's remedy for MATS's failure to have a written protest procedures or failure to follow such procedure is limited to requiring MATS to develop such procedures, if necessary, and to follow such procedures in reviewing the protest at issue, if MATS desires FTA financial participation in the contract in question. In instances where MATS has awarded to another vendor, or prior to FTA's decision on the protest, FTA may refuse to participate in funding the contract.

Protestors are required to file a protest with FTA not more than five (5) days after the rendering of a decision on the original protest by MATS. In instances where the protestor alleges MATS failed to make a final determination on the protest, protestors shall file a protest with the FTA not later than five (5) days after the protestor knew or should have known of MATS's failure to make a final decision. MATS shall not award a contract in the five (5) day period referenced except it is in accordance with the stipulations as detailed in paragraphs above. After five (5) days MATS shall verify with FTA that no protest is on file for the particular contract in question.

Protests filed with the FTA should be filed with the appropriate FTA Regional Office with a concurrent copy to MATS.

Protest filed with the FTA shall:

- Include the name and address of the protestor.
- Identify MATS, the project number (if applicable), and the number of the contract solicitation.
- Contain a statement of the grounds upon which the protest is filed. This should detail the alleged violation, failure, or oversight, and contain full supporting documentation.
- Include copies of the local protests previously filed with MATS and the copy of the decision regarding such protest rendered by MATS.
- FTA shall notify MATS in a timely manner of the receipt of a protest. FTA shall instruct MATS to notify the contractor of the protest if an award has been made or, if no award has been made, to notify all interested parties. MATS shall instruct all who receive such notice that they may communicate further with FTA directly.

MATS shall submit the following information to FTA not later than ten (10) days after receipt of notification by FTA of the protest:

- A copy of the MATS Protest Procedure
- A description of the process followed concerning the protest
- Any supporting documentation.

MATS shall then supply copies of the submissions to FTA to the protestor. The protestor may submit to the FTA any comments on MATS's submission not later than ten (10) days after receipt of the MATS submission by the protestor. When a protest has been filed in a timely manner with MATS before the award of a contract, MATS shall not make an award prior to five (5) days after the resolution of the protest, or if a protest has been filed with the FTA, during the pendency of that protest, unless MATS determines that: The items procured are urgently needed, or; Delivery or performance will be unduly delayed by failure to make an award promptly, or; Failure to make an award will cause an undue hardship on MATS, the State, or the Federal Government. In the event MATS determines that the award must be made in the five (5) day period, MATS will notify FTA of that decision prior to making the award. FTA reserves the right to not participate in the funding of any contract awarded under protest pendency or during the five (5) day waiting period. Upon receipt of the submission, FTA will either request further information, a conference among the parties, or will render a decision on the protest.

Standard Form LLL and Quarterly Updates.

As provided by 31 U.S.C. § 1352(a), it will not use Federal funds to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a Member of Congress, to award or extend the underlying Agreement.

See Attachment B for the Disclosure of Lobbying Activities (Standard Form LLL) and form instructions.

Attachments associated with this RFQ include:

- Attachment A: FAR Architect/Engineering qualification Form
- Attachment B: Standard Form LLL and Instructions

REFERENCES

The supplier must furnish at least three (3) references from persons who can attest to the quality of similar prior work performed:

1. Company Name: _____
 Street Address: _____
 City/State/Zip Code: _____
 Contact Person: _____
 Telephone No.: _____
 Email Address: _____

2. Company Name: _____
 Street Address: _____
 City/State/Zip Code: _____
 Contact Person: _____
 Telephone No.: _____
 Email Address: _____

3. Company Name: _____
 Street Address: _____
 City/State/Zip Code: _____
 Contact Person: _____
 Telephone No.: _____
 Email Address: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification:		Exempt payee <input type="checkbox"/>
	<input type="checkbox"/> Individual/sole proprietor	<input type="checkbox"/> C Corporation	
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (<input type="checkbox"/> C corporation, <input type="checkbox"/> S corporation, <input type="checkbox"/> P=partnership) ▶ _____			
<input type="checkbox"/> Other (see instructions) ▶ _____			
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)	
City, state, and ZIP code			
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

County of Muskegon

Executive Order 11246 Compliance Questionnaire

RFP/RFB # <input type="text"/>

The following information should be submitted for each contract award in excess of \$5,000
(Failure to submit may constitute award rejection as irresponsible or non-responsive)

Section 1. COMPANY IDENTIFICATION

Name of Company _____	Type of Contract (check one) <input type="checkbox"/> Product(s) <input type="checkbox"/> Service(s) <input type="checkbox"/> Construction <input type="checkbox"/> Other
Address Telephone No. _____	
City, State, Zip _____	
Contact Person _____ Email address _____	
Signature of CEO _____	

Section 2. PRELIMINARY ASSESSMENT INFORMATION

- Total number of employees? _____
- What is the percentage breakdown by race gender and disability?
_____ White _____ Black _____ Hispanic _____ Native Am. _____ Asian (Totals must equal 100%)
- What is the percentage by gender?
_____ Female _____ Male (Totals must equal 100%)
- What percentage is certified disabled (if available)?
_____ Disabled _____ Non-disabled (Totals must equal 100%)
- What percentage resides in Muskegon County? _____
- Do you have an EEO/AA or Workforce Diversity Plan? _____ Yes _____ No
(if not, please provide a brief explanation why not)
- Will the award of this contract necessitate an increase in your workforce? _____ Yes _____ No
- Do you have any pending or outstanding Civil Rights complaints, lawsuits, etc.? _____ Yes _____ No
(if yes, please advise giving description of each)
- Have you ever been debarred from participating in a contract because of noncompliance with equal employment opportunity regulations or any other nondiscrimination laws?
Yes _____ No _____

Section 3. LIST ALL ANTICIPATED WORKFORCE INCREASE AND/OR SUBCONTRACTING OPPORTUNITIES RESULTING FROM THIS AWARD EEO-MCRC-CQ-01

_____ _____ _____ _____

EEO-MCRC-CQ-01

Instructions for completing the Executive Order 11246 Compliance Questionnaire

Section 1.

COMPANY IDENTIFICATION

- ❑ *Name of Company* – This is the registered name of the Company
- ❑ *Address and Telephone No.* – This is your official business or corporate headquarters address. The telephone number should be the contact number of the person certifying the information reported.
- ❑ *City, State, Zip* – This is the city, state and zip code for the official business or corporate headquarters.
- ❑ *Contact Person and Email Address* – This is the name and email address of the person completing the form or should be contacted for technical information.
- ❑ *Signature of CEO* – This is the name (printed) and signature of the Chief Company Executive

Section 2.

PRELIMINARY ASSESSMENT INFORMATION

- 1) *Total number of employees* – This is the total number of employees on your payroll as of the date you are submitting the information.
- 2) *Percentage breakdown by race*
 - *Race* – This is the percent of the workforce broken out by racial classification, i.e., White, Black, Hispanic, Native American, Asian, etc. The total should add-up to 100%.
- 3) *Percentage breakdown by gender*
 - *Gender* – This is the percent of the workforce that is female and male regardless of racial classification. The total should add-up to 100%
- 4) *Percentage breakdown by disability*
 - *Disabled* – This is the percent of the workforce that is certified disabled. The total should add-up to 100%
- 5) *Muskegon county residents* – This is the percent of the workforce that actually reside in Muskegon County.
- 6) *EEO/AA or Workforce Diversity Plan* – This question seeks to identify your documented efforts to ensure compliance with Civil Rights regulations.
- 7) *Workforce change* – This seeks to identify additional staff as a result of the contract award.
- 8) *Civil Rights complaints* – This seeks to identify any pending or outstanding complaints brought against the company for violations associated with Civil Rights.
- 9) *Debarred* – This question seeks to identify sanctions placed on your company as a result of

being found noncompliant with the Civil Rights regulations by any governmental unit.

Section 3.

WORKFORCE and SUBCONTRACT OPPORTUNITIES

- ❑ You should list any workforce and/or subcontract opportunities that might result from the award of this solicitation.

NO QUALIFICATIONS RESPONSE FORM

Muskegon County Purchasing
Central Services Building, 1st Floor
141 E. Apple Avenue, East Entrance
Muskegon, MI 49442
Fax Number: (231) 724-6593

We would appreciate you completing this form if you do not intend to respond to this request.

Qualifications Number: _____ **Name of Qualifications:** _____

	<u>Response</u>
1. Specifications are too tight, i.e., geared toward one (1) brand or manufacturer only. (Explain below).	_____
2. Specifications are unclear. Explain below.	_____
3. We are unable to meet specifications.	_____
4. Insufficient time to respond.	_____
5. Our schedule would not permit us to perform within the required time.	_____
6. We are unable to meet bond requirements.	_____
7. We are unable to meet insurance requirements.	_____
8. We do not offer this product or service.	_____
9. Other. Explain below.	_____

REMARKS:

Company Name: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____

QUALIFICATIONS CONDITIONS/INSTRUCTIONS TO BIDDERS

These conditions are an integral part of the request for qualifications and the supplier must comply with them.

1. Qualifications Submittals

Supplier must submit qualification on this form and as requested. **Supplier is requested to submit ONE (1) paper copy marked "Original" of qualifications response. In addition, supplier is requested to submit One (1) digital file, such as a flash drive, DVD, or CD. If a digital file is unavailable, ONE (1) paper copy marked "Original" of qualifications response and TWO (2) paper copies marked "Copy" of qualifications are also acceptable.** Supplier should make a copy of the qualifications for his or her file.

The qualifications response, digital file and/or copies should be in a sealed envelope. The supplier's name and address must appear on the outside of the envelope. The envelope must be sealed. The supplier must clearly write the qualifications name and number on the outside of the envelope.

2. Delivery/Completion Date

The delivery or completion date, as stated in the qualifications form, shall be the time required to deliver and complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on the qualifications request, the bidder/offeror shall, unless otherwise stated by the county, show the delivery time for each item separately.

State anticipated delivery/completion date: _____.

All prices must be FOB destination, unloaded inside and assembled unless otherwise indicated.

3. State the maximum time these qualifications will be in force _____ (Minimum 90 Days).

4. Specifications Inquiries

If there are any questions concerning the specifications contained in this request for qualifications, please contact Melissa Olstrom, Administrative Analyst at (231) 724-8879 and/or olstromme@co.muskegon.mi.us.

5. Qualifications Procedure Inquiries

If there are any questions regarding request for qualifications procedures, please contact the Purchasing Office at (231) 724-6281 or purchasing@co.muskegon.mi.us.

6. State manufacturer name and number where requested.

7. Brochures and Literature

Enclose brochure with qualifications, if available.

8. Supplier Samples

Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Supplier at the Supplier's expense. Samples of selected items may be retained for comparison purposes.

9. Insurance Requirements

The supplier should enclose with his or her qualifications an insurance certificate indicating the insurance coverage stated under "County of Muskegon Insurance Requirements" section of these qualifications. This must be furnished before the awarding of the qualifications and before the signing of any County/contractor agreements and/or work performed by the supplier.

10. Commission Privilege
The Board of Commissioners reserves the right to accept or reject any or all qualifications, reserves all rights granted to it by law, reserve the right to waive formalities and to take such action as it deems necessary in the best interest of the County of Muskegon.
11. Legal Requirements
Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of qualifications and disputes about qualifications. Lack of knowledge by a supplier about applicable law is not a defense.
12. Forum Selection
Any litigation regarding the agreement or its contents shall be filed in the County of Muskegon, if in a State Court, or in the United States District Court of the Western District of Michigan, if in Federal Court.
13. Execution of Counterparts
The agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed; shall together constitute one and the same instrument.
14. Entire Agreement
The final agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to the agreement and by no other means. Each party waives their future right to claim, contest or assert that the agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppels.
15. Bidder/Offeror Representation
Each bidder/offeror must sign the qualifications with his/her usual signature and shall give his/her full business address on the form provided in this request for qualifications.

Qualifications by partnership shall be signed with the partnership name by one of the members or by an authorized representative. Qualifications by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary or other person authorized to bind it in the matter.

16. Subcontracting
No portion of these qualifications may be subcontracted without the prior written approval by the County. It may be in the best interest of the awardee to subcontract some parts of any given job; however, the contractor will be held responsible by the County for the quality, delivery and all terms and conditions of these qualifications.
17. Assignment
Any purchase order awarded shall not be assignable by the supplier without the express written approval of the County and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
18. Civil Rights
 - A. The supplier assures that in accordance with Title VII of the Civil Rights Act of 1964 (42U.S.C. 2000 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686); the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.); the Regulations issued thereunder (45 CFR Parts 80, 84, 86, and 91); the Michigan Persons with Disabilities Civil Rights Act 220 of 1976, as amended; the Handicapper Business Opportunity Act, Public Act 112 of 1988 (MCL 450.791-45.795); the Qualified Service-Disabled Veteran-Owned Preference, Public Act 91 of 2005 and 133 of 2008 (MCL 18.261); the Americans with Disabilities Act, Public Law 101-336 of 1990 and the ADA Amendments Act public Law 110-

325, and the Michigan Elliot-Larsen Civil Rights Act 453 of 1976 that no individual shall, on the grounds of membership in a protected class be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by this supplier.

Assurance is given to the County that good faith efforts will be made to identify and encourage the participation of minority, women, handicapper and disadvantaged business enterprises in contract solicitations. The supplier shall incorporate language in all contract awards: 1) prohibiting discrimination against minority, women, handicapper and disadvantaged businesses in subcontracting; and 2) making discrimination a material breach of contract.

- B. The supplier assures that it meets the requirements of the Drug Free Workplace Act of 1988, 34 CFR Part 85, Sub-Part F.
 - C. The County of Muskegon operates on an equal opportunity basis in its bidding policy (Title VII of Civil Rights Act of 1964, Equal Opportunity Clause, Executive Order 11246, Chapter 60, Sub-Part A, 60-I.4, Revised Order No. 4). Bidding is open to all interested parties, in compliance with national, state and local laws.
19. Alternates & Deviations

Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternate may be offered if deviations from specifications are minor and if all deviations are properly outlined on a separate sheet. Failure to outline all deviations may be grounds for rejection of your qualifications.

Alternates must be placed on a separate sheet.

The decision of the County of Muskegon, acting through the Director of Finance & Management Services or his authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

20. Rejection of Qualifications
Qualifications may be considered irregular and may be rejected if they show omissions, alterations of form, additions not call for, conditions, limitations or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of qualifications.
21. Award
The County shall award in compliance with the Purchasing Policy Guidelines. Reference Evaluation and Selection Process on Page 12 for details.
22. Bidder Arrears
No qualifications shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the County upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. If requested, bidders/offerors shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service qualifications and that they have the necessary financial resources to provide the proposed supply/service as described in the specifications.
23. Supplier/Bidder Complaints or Protests
The County of Muskegon has established administrative procedures for handling supplier's complaints in a fair and timely manner. Suppliers should observe the following steps in order to file complaints:

Step 1

The supplier must contact the Director of Finance & Management Services within seven (7) days of the incident about which he or she has a complaint. The Director of Finance & Management Services will reply verbally or in writing to the supplier after discussion with the County Administrator.

Step 2

If the supplier is dissatisfied with the Director of Finance & Management Services reply, an appeal must be made in writing within seven (7) days to the County Administrator or the Muskegon County Board of Commissioners.

24. Material Safety Data Sheet

Each supplier shall provide the County of Muskegon with a complete copy of the U.S. Department of Occupational Safety and Health Administration, Material Safety Data Sheet, (Form OSHA-20) for each product you are using on the project, if hazardous materials are being used.

25. Errors/Omissions/Discrepancies

Any errors, omissions or discrepancies in the specifications discovered by a prospective contractor and/or service provider shall be brought to the attention of the Director of Finance & Management Services as soon after discovery as possible. Further, the contractor and/or services provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

26. Qualifications Opening

Qualifications will be opened and read publicly in the Muskegon County Purchasing Department, Central Services Building, 1st Floor, 141 E. Apple Avenue, East Entrance, Muskegon, MI at 2:00 P.M., prevailing time, Monday, August 12, 2013.

27. Telegraphic/Electronic Qualifications Submittal

Telegraphic and or qualifications offers sent by electronic devices (e.g. facsimile machines or electronic mail) are ***NOT*** acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their qualifications either by air freight, postal service, or other means.

28. Qualifications Changes

No late qualifications will be accepted.

Qualifications, amendments thereto, or withdrawal requests received after the time advertised for qualifications opening will be void regardless of when they were mailed.

29. Purchase Order

A purchase order will be issued to the successful supplier after the qualifications have been awarded. The County of Muskegon shall not be responsible for any goods delivered or services performed without a purchase order issued and signed by the Director of Finance & Management Services or an authorized representative.

30. Qualifications Results

Suppliers who submitted qualifications and who wish to know the results before the award may visit the Michigan Intergovernmental Trade Network's (MITN) website at www.mitn.info.

31. Taxes

Sales Tax: For purchases made directly by the County of Muskegon, the County is exempt from State and Local Sales Tax. Prices shall not include such taxes. Sales Tax Exemption Certificates for the County will be furnished upon request.

Federal Excise Tax: The County of Muskegon may be exempt from Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this contract are used for the County's exclusive use. Certificates exclusive use is for the purposes of substantiating a tax free, or tax

reimbursable sale will be sent to the contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Codes, prices shall not include the Federal Excise Tax.

The County's Tax Exempt Certification is available for bidder viewing upon request at www.co.muskegon.mi.us/financeandmgt/pur_forms.htm . The County's Federal ID # 38-6006063.

32. For the benefit of brevity, when the pronouns "he" or "his" / "she" or "her" are used, it is not intended to denote the gender of any person.
33. Exceptions
The bidder shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. **Failure to furnish the statement will mean that the bidder agrees to meet all requirements of the terms, conditions and specifications.**
34. Brand Names
Unless otherwise specified, manufacturer's names, trade names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The supplier may offer any equivalent product which meets or exceeds the specifications. If quotes are based on equivalent products, the qualifications must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If bidder fails to name a substitute, goods identical to the specified standard must be furnished.
35. Ownership and Use of Documents
 - A. All documents prepared in connection with this agreement will become the property of the County whether any project related to this agreement is executed or not.
 - B. The supplier will retain all of its records and supporting documentation relating to this agreement, and not delivered to the County, for a period of three years, except that in the event the supplier goes out of business during that period, it will turn over to the County all of its records relating to the project for retention by the County.
36. Termination for Convenience
Muskegon County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving notice to the supplier. Muskegon County shall pay all reasonable costs incurred by the supplier up to the date of termination. However, in no event shall the supplier be paid any amount which exceeds the bid for the work performed. The supplier will not be reimbursed for any profits which may have been earned up to the date of termination.
37. Termination for Default
When the supplier has not performed or has unsatisfactorily performed the contract or in the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the contract and/or purchase order for default. Upon termination for default, payment will be withheld at the discretion of Muskegon County. Failure on the part of a supplier to fulfill the contractual obligations shall be considered just cause for termination of the contract. The supplier will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in procuring and completing the work.
38. Termination Due to Unavailability of Funds in Succeeding Fiscal Years
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the supplier shall be reimbursed for a reasonable value of any non-recurring costs incurred, but not amortized in the price of the supplies or services delivered under the contract.

39. Rights and Remedies of County for Default

If any item furnished by the supplier fails to conform to specifications, or to the sample submitted by the supplier, the County may reject it. Upon rejection, the supplier must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications and samples. If the supplier fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the supplier the difference between the prices named in the purchase order and the actual cost to the County. If the supplier fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the supplier the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.

40. Avoidance of Conflict of Interest and Confidentiality

The contractor may provide consultation services to other government organizations in Michigan and elsewhere. In order to preserve the trust and confidence of their client, the contractor adheres to a set of principles that enables them to perform their work in a manner that is free of real or perceived conflicts of interests. These principles are as follows:

- A. Contractor will not discuss, distribute or use in any way the data or information acquired in the course of providing services to Muskegon County without prior approval by the County.
- B. Contractor will not undertake a specific activity which may be viewed as adverse to the interests of another client without obtaining the agreement of both parties.
- C. Supplier states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.

41. Qualifications conditions/instructions to bidders, specifications/requirements may become part of a contract for this product/service.

42. Freedom of Information Act

Qualifications will be available for public inspection after the award announcement, except to the extent that a bidder designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the qualifications to facilitate public inspection of the non-confidential portion of the qualifications. A bidder's designation of material as confidential will not necessarily be conclusive and the bidder may be required to provide justification why such material should not be disclosed, on request, under the Michigan Freedom of Information Act.

43. Debarment

If a bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your qualifications from consideration or termination of the purchase order, once awarded.

44. Bidder Registration

Supplier registration, as well as the request for qualifications materials, is available on the Michigan Intergovernmental Trade Network's (MITN) website at www.mitn.info.

45. Cooperative Bidding

Various municipalities (consisting of the County, cities, townships and villages) along with other non-profit organizations located within the boundaries of Muskegon County, Michigan, have formed a cooperative purchasing group for the purpose of combining procurement of like commodities. It is requested that the supplier awarded the qualifications extend to members of the group the same prices quoted in these qualifications. Each individual participating member will place their own orders and be responsible for paying their own invoices.

46. Qualifications Award/Contract
The qualifications award/contract is for three (3) years.

COUNTY OF MUSKEGON
PROFESSIONAL SERVICE VENDOR'S INSURANCE REQUIREMENTS

PROOF OF INSURANCE

The vendor shall furnish the county with satisfactory proof of insurance (e.g. certificate of insurance, binder, copy of policy declaration page) prior to signing the County/Vendor agreements.

REQUIRED COVERAGES

Liability policies, except for professional liability policies, shall include the county and its subsidiaries, departments, and agencies and their respective officials, officers, directors, employees, and agents named as Additional Insureds.

WORKERS' COMPENSATION

Coverage for its employees with statutory limits and Employers Liability coverage with limits of:

Coverage A - Compensation as required by Statute	
Coverage B - Employer's Liability to	\$500,000

COMMERCIAL GENERAL LIABILITY

Coverage on the standard ISO 1993 Form, which includes contractual liability, personal injury, broad form property damage, extended liability, and, where applicable, products liability coverage, with coverage limits of:

Per occurrence	\$1,000,000
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COMPREHENSIVE AUTOMOBILE LIABILITY

Coverage on the standard ISO 1990 Form, which includes contractual liability coverage and coverage for all owned, hired, and non-owned vehicles with limits of:

Bodily Injury and Property Damage, Any One Accident or Loss	\$1,000,000
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PROFESSIONAL LIABILITY

Includes contractual liability for each twelve month period:

Each Wrongful Act/Omission	\$1,000,000
Aggregate	\$1,000,000

If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.

UMBRELLA OR EXCESS LIABILITY

Per occurrence	\$1,000,000
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1. The foregoing policies shall be evidenced by a certificate of insurance acceptable to the County. Such certificate shall be issued by an insurance carrier with an A.M. Best rating of "A-" or better and delivered to the County prior to the performance of any services hereunder. Such insurance certificate shall provide that the coverages evidenced thereby shall not be substantially modified or canceled without thirty (30) days' prior written notice to the County. Additional certificates, evidencing renewal of such policies during the time period they are required to be kept in effect, shall be delivered to the County no less than thirty (30) days prior to the expiration of the term of any required coverage.

2. Upon the request of the County, the Vendor shall deliver to the County copies of all policies listed in the foregoing paragraphs once a year, upon renewal, or upon procurement in the case of new or additional coverage, whichever occurs first. Claims-made policies shall not be acceptable to the County for any of the insurance coverages required herein, except for Professional Liability. Claims-made Professional Liability insurance coverage shall be kept in force for a period of six (6) years after the date of final completion of the project which is the subject of this Agreement, and a copy of such policy shall be delivered to the County at least once a year during the said six-year period. If the Professional Liability policy is canceled or not renewed, the substitute policy shall have a commencement date retroactive to the date upon which the Vendor commenced performing its services under this Agreement.
3. The Vendor's indemnity obligation specified in Paragraph C of this Agreement shall not be negated or reduced by virtue of the denial of insurance coverage or refusal to defend the County for any occurrence or event which is subject to the said indemnity obligation.
4. Compliance by the Vendor with the requirements of this Article shall not relieve the Vendor from its indemnity obligation and liability pursuant to Paragraph C of this Agreement or any other liability to the County, whether specified in this Agreement or otherwise.
5. The Vendor agrees that the County shall have no responsibility to verify the Vendor's compliance with any insurance requirements contained in this Agreement or otherwise.
6. All notices, certificates, and policies referred to in this (Article, Section, Division, etc.) shall be sent to:

Muskegon County Purchasing
 Central Services Building
 141 E. Apple Avenue
 Muskegon, MI 49442

HOLD HARMLESS AGREEMENT

All contracts must contain the following Hold Harmless Agreement:

To the fullest extent permitted by law, the Vendor shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of the Vendor, its subcontractors, or the joint negligence of the Vendor, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

SUBCONTRACTOR REQUIREMENTS

Vendor agrees to contractually obligate its subcontractors to indemnify the County in precise conformance to the terms of Vendor's obligation to indemnify the County pursuant to this Agreement.

The Vendor further agrees to contractually obligate its subcontractors to provide insurance with the insurance coverages and limits of liability required to be provided by the Vendor pursuant to the terms and conditions of this Agreement.

CANCELLATION OR REDUCTION IN COVERAGE

Notice: In the event of a lapse or reduction in the required coverages, the Vendor shall cease operations and shall not resume operations until new insurance is in force.

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Muskegon County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees and agents are listed as additional insureds.

CERTIFICATE HOLDER

County of Muskegon
 Attention Purchasing Department
 141 E. Apple Avenue
 Muskegon, MI 49442

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ARCHITECTURAL AND ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS
RFQ 13-2089

The Muskegon County Board of Commissioners invites your Qualifications on the Architectural and Engineering Services for the Muskegon Area Transit System.

Vendor registration, as well as the request for qualifications materials, is available on the Michigan Intergovernmental Trade Network's (MITN) website at www.mitn.info . Qualifications are due in the Muskegon County Purchasing Office, Central Services Building, 141 E. Apple Avenue, Muskegon, Michigan 49442, no later than 2:00 P.M., prevailing time, Monday, August 12, 2013.

No late qualifications will be accepted. The Board reserves the right to accept or reject any or all qualifications, reserves the right to waive formalities and to take such action as it deems necessary in the best interest of the County of Muskegon. The County of Muskegon operates on an equal opportunity basis in its bidding policy (Title VII of Civil Rights Act of 1964, Equal Opportunity Clause, Executive Order 11246, Chapter 60, Sub-part A, 60 - I.4, Revised Order No. 4). Bidding is open to all interested parties, in compliance with national, state and local laws.

Heath Kaplan
Finance & Management Services Director
Publish: 07/25/13

ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: 9000-0157
Expires: 12/31/2006

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of

pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. **Title and Location.** Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. **Public Notice Date.** Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. **Solicitation or Project Number.** Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. **Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address.** Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in This Contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number
Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

Part II - General Qualifications

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was

effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries (<i>Planning & Relocation</i>)	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Airborne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>); Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams (<i>Concrete; Arch</i>)	H09	Hospital & Medical Facilities
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H10	Hotels; Motels
D03	Desalination (<i>Process & Facilities</i>)	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage		
J01	Judicial and Courtroom Facilities	R01	Radar; Sonar; Radio & Radar Telescopes
L01	Laboratories; Medical Research Facilities	R02	Radio Frequency Systems & Shieldings
L02	Land Surveying	R03	Railroad; Rapid Transit
L03	Landscape Architecture	R04	Recreation Facilities (Parks, Marinas, Etc.)
L04	Libraries; Museums; Galleries	R05	Refrigeration Plants/Systems
L05	Lighting (Interior; Display; Theater, Etc.)	R06	Rehabilitation (Buildings; Structures; Facilities)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R07	Remote Sensing
M01	Mapping Location/Addressing Systems	R08	Research Facilities
M02	Materials Handling Systems; Conveyors; Sorters	R09	Resources Recovery; Recycling
M03	Metallurgy	R10	Risk Analysis
M04	Microclimatology; Tropical Engineering	R11	Rivers; Canals; Waterways; Flood Control
M05	Military Design Standards	R12	Roofing
M06	Mining & Mineralogy	S01	Safety Engineering; Accident Studies; OSHA Studies
M07	Missile Facilities (Silos; Fuels; Transport)	S02	Security Systems; Intruder & Smoke Detection
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S03	Seismic Designs & Studies
N01	Naval Architecture; Off-Shore Platforms	S04	Sewage Collection, Treatment and Disposal
N02	Navigation Structures; Locks	S05	Soils & Geologic Studies; Foundations
N03	Nuclear Facilities; Nuclear Shielding	S06	Solar Energy Utilization
O01	Office Buildings; Industrial Parks	S07	Solid Wastes; Incineration; Landfill
O02	Oceanographic Engineering	S08	Special Environments; Clean Rooms, Etc.
O03	Ordnance; Munitions; Special Weapons	S09	Structural Design; Special Structures
P01	Petroleum Exploration; Refining	S10	Surveying; Platting; Mapping; Flood Plain Studies
P02	Petroleum and Fuel (Storage and Distribution)	S11	Sustainable Design
P03	Photogrammetry	S12	Swimming Pools
P04	Pipelines (Cross-Country - Liquid & Gas)	S13	Storm Water Handling & Facilities
P05	Planning (Community, Regional, Areawide and State)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P06	Planning (Site, Installation, and Project)	T02	Testing & Inspection Services
P07	Plumbing & Piping Design	T03	Traffic & Transportation Engineering
P08	Prisons & Correctional Facilities	T04	Topographic Surveying and Mapping
		T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (Profile Codes)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON- TRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>	17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<input type="checkbox"/> Check if project performed with current firm			
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<input type="checkbox"/> Check if project performed with current firm			
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<input type="checkbox"/> Check if project performed with current firm			
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<input type="checkbox"/> Check if project performed with current firm			
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<input type="checkbox"/> Check if project performed with current firm			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence 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 a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.