Pioneer Valley Transit Authority (PVTA)

REQUEST FOR QUALIFICATIONS (RFQ)
RFQ #27-001

5-Year On-Call Construction Management Services

Issue Date: **October 21, 2026**

Due Date: **November 18, 2026 @ 2:00 PM**

REQUEST FOR QUALIFICATIONS NOTICE

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To All Interested Parties:

The Pioneer Valley Transit Authority (PVTA) is seeking proposals from construction management firms to provide on-call construction management services for various horizontal and vertical construction projects associated with PVTA's administrative offices, bus operations & maintenance facilities, and bus passenger waiting facilities over a 5-year contract period (January 1, 2027 to December 31, 2031). The specifics of the types of services relevant to this Request for Qualifications (RFQ), are set forth in the Scope of Services and supporting documents attached hereto and made a part hereof.

The RFQ is available for download from PVTA's website at www.pvta.com once the interested firm has registered on the website as a vendor. The RFQ can be found under the "Business" tab on the homepage by clicking the "Opportunities" subtab and then the RFP.

Proposals in response to PVTA's RFQ# 27-001 for On-Call Construction Management Services must be submitted to Wesley Brown, PVTA's Procurement Officer at 2808 Main Street, Springfield, MA 01107 no later than 2:00 P.M. EST on November 18, 2026.

The PVTA is a regional transit authority and political subdivision of the Commonwealth of Massachusetts, organized pursuant to the provisions of Chapter 161B of the Massachusetts General Laws. Its statutory mandate is to provide public transit services to twenty-four (24) communities within the region of the pioneer valley in western Massachusetts. PVTA is funded with federal, state and local funds, as well as passenger farebox revenue. PVTA is required to comply with the provisions of the Americans with Disabilities Act (ADA) as well as all federal and state laws, regulations and statues. A guiding PVTA principle is to continually improve the quality of its operations while providing accessible, safe, reliable, and cost-effective services to its customers.

Any contract resulting from proposals submitted to this RFQ is subject to funding between the PVTA, the Massachusetts Department of Transportation (MassDOT), and the Federal Transit Administration (FTA). Any contract entered into pursuant to this RFQ, will afford full opportunity to Disadvantaged Business Enterprises (DBE) to submit proposals, who will not be subjected to discrimination based on race, color, sex or national origin in consideration for an award.

The Authority reserves the right to reject any and all proposals submitted in response to this RFQ and waive informalities and irregularities, as it deems in its best interest.

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1.0 GENERAL INFORMATION

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1.1 INTRODUCTION

The Pioneer Valley Transit Authority (PVTA) is a Regional Transit Authority and Political Subdivision of the Commonwealth of Massachusetts. PVTA is organized pursuant to the provisions of Chapter 161B of the Massachusetts General Laws. Its statutory mandate is to provide public transit services to twenty-four (24) communities within the region of the Pioneer Valley in Western Massachusetts. PVTA is funded with federal, state and local funds, as well as passenger farebox revenue. PVTA is required to comply with the provisions of the Americans with Disabilities Act (ADA) as well as all federal and state laws, regulations and statues. A guiding principle of PVTA is to continually improve the quality of its operations while providing accessible, safe, reliable, cost-effective service to citizens of the Pioneer Valley.

PVTA is seeking qualified firms to provide on-call construction management services in support of the physical improvements needed to its:

- Fixed-route bus and paratransit O&M facilities,
- Intermodal passenger facilities,
- Administrative offices
- Parking lots, and
- bus stops.

The contract term of the resulting consultant agreement will be 5 years. Work orders will be issued at PVTA's discretion against the Agreement at any time during the 5-year term. PVTA will negotiate with the successful respondent(s) specific work and fee proposals for individual work orders issued by PVTA through the 5-year term - based on advanced PVTA-approved hourly labor rates by position including profit, and audited overhead rates. It is anticipated that on-call construction projects will typically range in size from approximately $300,000 to $5 Million but smaller and larger projects are possible. In the past 10 years, PVTA has implemented only a few construction projects in the $10 Million to $50 Million range.

A summary of the specific on-call construction management tasks and activities anticipated under this Agreement are set forth in the Scope of Services and supporting documents attached hereto and made a part hereof.

1.2 DUE DATE

Sealed hardcopy proposals for the work described herein are due by **2:00 PM EST, November 18, 2026**, at the PVTA Administration Office, 2808 Main Street, Springfield, MA 01107. PROPOSERS ARE REQUIRED TO SUBMIT A PROPOSAL INCLUDING ALL FORMS CONTAINED IN THIS PACKAGE.

Late submissions will not be accepted. It is the responsibility of any entity responding to this RFQ to ensure that its Proposal is delivered to PVTA by the deadline. Delivery by facsimile or email will not be accepted.

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1.3 QUESTIONS/REQUESTS FOR CLARIFICATION

The deadline for written questions and requests for clarification regarding the RFQ or RFQ process is **5:00 PM on November 11, 2026**. All questions or requests for clarifications must be submitted in writing via email to Wesley Brown at wbrown@pvta.com Communication by any Proposer with any agent, employee or consultant of PVTA or PVTA relative to this RFQ or the pending process, other than as established herein, may in the sole judgment of the Authority, result in the Proposer being disqualified.

PVTA reserves the right, at any time, to issue addenda to this RFQ or adjust its project schedule if it is deemed in PVTA's best interest to do so.

1.4 ACCEPTANCE PERIOD

The PVTA requires an Acceptance Period of ninety (90) calendar days. "Acceptance Period" for purposes of this solicitation means the number of calendar days available to the PVTA for awarding a contract based on the Due Date specified in this solicitation for receipt of proposals.

1.5 PROCUREMENT SCHEDULE

10/21/26	Publicly Advertise the RFQ
11/11/26 @ 5:00 PM	Deadline for Written Questions/Requests for Clarifications
11/18/26 @ 2:00 PM	Deadline for Submission of Proposals
12/9/26	Selection Comm. Eval., Recommendation & Award (Projected)
1/1/27	Contract Notice-to-Proceed (Projected)

1.6 RESERVATION OF PVTA'S RIGHTS

The PVTA reserves the right to do the following at any time and for its own convenience, at its sole discretion, to the fullest extent permitted by and subject to law, in addition to and not in limitation of all other reservations of rights in this RFQ and those listed in **Exhibit G**.

- The PVTA reserves the unqualified right, in its sole and absolute discretion, to undertake discussions with one or more Respondents or any third party, to waive any irregularities, to waive defects or noncompliance in the filing or contents of any Proposal, and to proceed with that Proposal, or elements of one or more Proposals, if any, which in its sole judgment will, under the circumstances, best serve PVTA's interest.
- The PVTA reserves the unqualified right, in its sole and absolute discretion, to reject any and all Proposals or to suspend or abandon this RFQ process at any time, with no recourse for any Respondent.
- The information contained in this RFQ and in any subsequent addenda or related documents are provided as general information only. The PVTA makes no representations, warranties, or guarantees that the information contained herein is accurate or complete. The furnishing of such information by PVTA shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of the RFQ, by submitting a Proposal to PVTA, expressly agrees

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that it has not relied upon the foregoing information that it will verify, to its own satisfaction, the completeness and accurateness of any and all such information, and that it shall not hold PVTA, or any third party who advised or prepared a report for PVTA, liable or responsible therefore in any manner whatsoever.

- The PVTA reserves the right, in its sole discretion, to develop the project on any schedule and use any chosen approach.
- The PVTA may consult individuals familiar with each Respondent regarding the Respondent's prior operations and development or management projects, financial plan, past performance, experience and qualifications, or other matters, whether or not the specific individuals are identified in the RFQ response. Submission of a Proposal in response to this RFQ shall constitute permission for PVTA to make such inquiries, and authorization to third parties to respond thereto.
- The individual responses to this RFQ, including all drawings, plans, photos and narrative material shall become the property of PVTA upon their receipt thereof.
- Neither the members of PVTA nor any individual member, nor any officer, agent, or employee thereof shall be charged personally by a Respondent or any third party with any liability or held liable to it under either any term or provision of this RFQ nor any statement made herein.
- The PVTA reserves the unqualified right, in its sole and absolute discretion, to disqualify any team, firm, or individual from any phase or component of the selection process or this development opportunity, due to felonious or other criminal record in any jurisdiction (domestic or foreign); a determination by PVTA that the Respondent has failed to disclose any matter that materially relates to fitness or ability of the Respondent to perform the work and services associated with this development opportunity, or a conflict of interest; or a determination that such disqualification would serve the public interest; or if Respondent has ever been debarred or disqualified by any governmental body or agency from public contracting or procurement.
- The PVTA reserves the unqualified right to: (1) disqualify any prospective Respondent or reject any response at any time solely on the grounds that a real or perceived legal or policy conflict or interest is presented; (2) require any prospective Respondent to take any action or supply any information necessary to remove the conflict, including without limitation, obtaining an opinion from the State Ethics Commission; or (3) terminate any contract arising out of this RFQ if, in the opinion of PVTA, any such relationship would constitute or have the potential to create a real or perceived conflict of interest.
- The PVTA reserves the unqualified right, in its sole and absolute discretion, to reject any subcontractor or individual working on a consultant team and to replace the subconsultant or individual with a mutually acceptable replacement.
- The PVTA reserves the unqualified right, in its sole and absolute discretion, to retain more than one architectural / engineering / environmental firm and assign work based on needs of a particular project and the experience and qualifications of the firm.

2.0 INSTRUCTIONS TO PROPOSERS

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2.1 SCOPE OF PROPOSAL

Pursuant to this Request for Qualifications ("RFQ"), Proposers are required to comply with the terms and conditions stated herein to be deemed responsive and responsible. Proposers must address all terms, conditions, and concerns listed in this RFQ and describe how it plans to complete the work effort such that the Authority's requirements are fully met. If a proposal does not meet all the requirements listed in the RFQ, the Proposer's proposal may be deemed non-responsive. Failure by the Proposer to examine all information pertaining to this solicitation or participate in an on-site visit, if scheduled by the Authority, will be at the Proposer's risk.

2.2 CHANGES TO THE RFQ VIA ADDENDA

Should PVTA make changes to any specification, stipulation, requirement, or procedure, notification will be made to all Proposers in the form of written Addenda. No officer, agent, or employee of PVTA is authorized to amend any provision contained in this RFQ, including the specifications, unless such amendment is issued as an Addendum and sent to all Proposer in accordance with this section.

2.3 EXTENSION OF PROPOSAL DUE DATE

Requests for an extension of the proposal Due Date must be submitted in writing to the attention of the Procurement Officer no later than five (5) business days prior to the Due Date. The PVTA reserves the right to determine whether an extension is justified. All Proposers will be notified in writing of any extension granted.

2.4 ACKNOWLEDGEMENT AND POSTING OF ADDENDA

Proposers shall acknowledge written Addenda by signing and returning the Addenda acknowledgment section attached in **Exhibit A: Prospective Proposer Fact Sheet and General Information Form** of this RFQ with the Proposer's Non-Price Proposal. The Proposer is responsible for verifying the number of Addenda issued. If this RFQ is modified by an amendment, then all terms and conditions that are not modified remain unchanged.

2.5 SUBMISSION REQUIREMENTS

All information requested shall be provided according to the following instructions in order to be considered a responsive Proposal. Separate Non-Price and Cost Proposals shall be typed; concise, but comprehensive. They should clearly state on the front of the package whether they are the Non-Price Proposal or the Cost Proposal; include the RFQ Name ("PVTA On-call Construction Management Services") and RFQ Number (#27-001) as well as the name and address of the proposing firm. Each submission shall include a cover letter showing the Proposer's firm name, post office address, telephone/fax number as well as signature's name, title, telephone number and email address. All pages in the proposal must be numbered and signatures in ink.

2.5.1 Number of Submitted Proposals

Proposers shall submit four (4) bound copies of the Non-Price Proposal and one (1) separate, sealed copy of the Cost Proposal. Proposers shall submit an electronic copy of the Non-Price and Cost Proposal if requested by PVTA.

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2.5.2 Separate Cost/Pricing Information – Cost and pricing information must only be presented in the Cost Proposal. Non-compliance with this requirement will result in the Proposal being deemed non-responsive.

2.5.3 Non-Price Proposal

All non-price proposals must include the following sections listed below and must address the requirements of each individual section, for a proposal to be accepted for evaluation.

1. Cover Letter
2. Firm Background
3. Relevant Experience/References
4. Key Personnel
5. Approach to Accomplishing the Scope of Services
6. Designation of Sub-consultants
7. Executed Forms, Certifications, and Statements

1. Cover Letter. The cover letter shall:

    a. Identify the RFQ number and proposal component and introduce the proposing firm(s) and its experience and capabilities to perform the required services.
    b. Identify all subconsultants and individuals proposed for use in the performance of the required services and the firm office(s) they will work from.
    c. Identify the individual within the proposing organization who will respond to questions PVTA may have regarding the Technical/Non-Price Proposal. The
    d. person's title, firm affiliation, phone number, e-mail address and mailing address shall be included.
    e. State whether the Proposer has adequate resources to meet PVTA's anticipated on-call engineering needs in a timely manner.
    f. Be signed and dated by an authorized person of the firm submitting the proposal.
    g. Confirm the Price Proposal, included as part of this RFQ, is a firm offer to PVTA for 90 days from the submission deadline for the proposals.
    h. Include a listing indicating the Addendum (if any), by number of issue, which the Proposer has received, read and acknowledged.

2. Firm Background. Proposer shall provide, at a minimum, the following information about the prime consultant, and any subconsultant firm or individuals on the team:

    a. Prime firm/subcontracted firm/individual name and business addresses, contact(s), including phone number, and e-mail address.
    b. Year each firm/practice was established (including names and years established if applicable).
    c. Firm type/ownership and parent company if applicable
    d. Location of office from which work will be provided.

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3. Firm's Relevant Experience/References.
   Proposer shall provide a description of relevant prior project experience that demonstrates the Proposer's capabilities to perform the required type of on-call scope of services. This prior project experience shall be limited to a total of five (5) project assignments (the same project may be cited for different assignments if appropriate). No assignment shall have started before 2020. The Proposer shall provide, in tabular form, a summary of this relevant prior project experience with references. The Proposer shall include a description of each relevant prior (small, medium and/or large) project assignments and a reference for each project. Owner's Project Management (OPM) experience for any referenced larger size project should be referenced. Construction management experience with facility renovation projects in MA (Chapter 149 bidding), public works/flatwork in MA (Chapter 30 & 39 public works bidding) or public transit improvement projects in MA should be so referenced – with contact information for agency references included.

   The Proposer shall list any projects, which have resulted in time extensions and/or the assessment of liquidated damages against any member of the project team during the last five (5) years.

4. Key Personnel.
   The Proposer shall identify two (2) nominated onsite **Senior Construction/Project Manager(s)**, two (2) **Clerk of Works/Construction Field Representative(s)**, and a **Cost Estimator/Scheduler** for assignment to PVTA 2027 construction projects and include the office location they will work from. The Proposer shall submit resumes and a summary of the relevant experience for each of these individuals with respect to the categories of services within the Scope of Services. The Proposer shall cite and provide copies of any relevant construction licensures or certifications for these individuals. The Proposer is encouraged to provide a narrative of its staffing depth with respect to these three positions.

5. Approach to Accomplishing the Scope of Services.

   Proposers shall describe their approach to accomplishing construction project management for governmental agencies in Massachusetts and more specifically, the Scope of Services requested. This section should reflect the Proposer's knowledge and experience with the successfulmanagement of small, medium, and large size construction projects.

   Describe any strategic management approaches that have been used on past construction projects that will be advantageous and cost effective to PVTA during performance under future Work Orders.

6. Designation of Sub-consultants.
   Proposers must describe whether they intend to subcontract out any of the services required under this contract. Proposers must summarize the work to be subcontracted and should identify the subcontracted firms and personnel to be assigned to PVTA projects to the extent possible.

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7. Submission Forms, Certifications and Statements.
   Proposers responding to this RFQ must fully complete, sign, and submit with the Non-Price Proposal all Forms, Certifications, Statements listed in Section 2.5.5 below.

2.5.4 Cost Proposal (in separate sealed envelope)

Proposers are directed to submit their Cost Proposal in a separate, sealed envelope and labeled and in a manner defined above. Cost Proposals must include and address the sections listed below, for a proposal to be accepted for evaluation.

1. Cover Letter
2. Consultant's Direct Labor Rates for positions requested in RFQ
3. Consultant's Indirect Cost Rates (overhead).
4. Proposed Profit Rate

1. Cover Letter – The cover letter shall identify the Request for Qualifications (RFQ) number, proposal component & summary of contents, and shall identify the proposing organization.

2. Consultant's Direct Labor Costs – Proposers shall include hourly salaries for the Senior Construction Project Manager(s), Clerk of Works/Construction Field Representative(s), and Cost Estimator/Scheduler positions for the first contract year. The salaries shall be exclusive of any burden or mark-ups. Proposers shall provide the same data for any proposed subconsultants.

3. Consultant's/Subconsultant's Audited Overhead Rates – Proposer shall submit both the consultant's and any subconsultant's current audited overhead rate/multiplier, which will be used for proposals submitted in response to Work Orders under the first year of the contract.

4. Consultant/Subconsultant Profit/Mark-up – Proposer shall submit the consultant's and any subconsultant's profit mark-up for proposals submitted in response to Work Orders requested over the entire 5-year term. Any mark-up rate for management of any subconsultant work must also be noted here.

Please note: Fixed-fee pricing for each PVTA-issued Work Order will be negotiated based on the successful respondent's quoted salaries, audited overhead rates and profit/mark-up percentages in the Cost Proposal (for the first year) along with eligible expenses incurred. For the second, and all subsequent years of the Agreement term, increases in direct hourly salary rates shall be limited to **4%**; and overhead rates shall be based on the audited overhead rates for the given year that the consultant will be required to submit each year.

2.5.5 Submission Forms, Certifications and Statements

Proposers responding to this RFQ must fully complete, sign, and submit with the Non-Price

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Proposal the Forms, Certifications, Statements listed in this Section as well as any requested supplemental documentation required in the Forms, Certifications and Statements listed and attached with this RFQ. Proposers shall not: (1) leave any section of a form blank; (2) mark any section of a form not applicable (N/A); (3) refer to other non-provided documents; or (4) make any response conditional.

EXHIBIT A – Proposer Fact Sheet and General Information Form
EXHIBIT B – Certificate of Authority
EXHIBIT C – Certification of Eligibility
EXHIBIT D – Certification of Non-Collusion
EXHIBIT E – Certification of Tax Compliance
EXHIBIT F – Public Contractor Debarment Certification

2.6 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF OFFERS

2.6.1 Late Submission

Any offer received by PVTA Procurement after the exact time specified for receipt as designated in Section 1.2 (Due Date) will not be considered unless the package was received prior to award by a method authorized by the PVTA and the late receipt was due solely to the mishandling of the package by PVTA after receipt; or it is the only offer received by PVTA.

2.6.2 Withdrawal of an Offer

Proposals may be withdrawn by written notice to PVTA or in person by the Proposer or an authorized representative of the Proposer at any time before award.

3.0 CONSULTANT SELECTION PROCESS

3.1 QUALIFICATIONS-BASED SELECTION (QBS)

PVTA utilizes QBS for procuring architectural and engineering designer services related to construction.

3.1.1 Selection Committee/Ranking of Non-Price Proposals

A Selection Committee ('SC') approved by the PVTA Administrator, while maintaining strict confidentiality, will review the Non-Price Proposals to determine if the submissions are compliant with the technical and contractual requirements stipulated in this RFQ. The SC will review, evaluate and rank all responsive Non-Price Proposals based on established evaluation criteria and weightings listed in Section 4.3 (Evaluation Criteria). The SC may invite some or all Proposers to submit additional material to clarify or support their Non-Price Proposals, and may at its sole discretion, conduct interviews with all Proposers or with short-listed Proposer's only.

3.1.2 Cost/Fee Negotiations with Top-Rated Firms

The Cost Proposal of (only) the top-rated firms will then be opened and evaluated by the PVTA Procurement Officer and/or CFO. Based on the cost evaluation, the Procurement Officer may either: (1) recommend award of the contracts immediately to the PVTA Administrator; or (2)

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initiate negotiations with the top-rated firms. If the top-rated firms are invited into negotiations but acceptable hourly rates, audited overhead rates, profit rates and subconsultant mark-up rates cannot be attained to PVTA's satisfaction, then PVTA will terminate negotiations with the top- rated firms, open the Cost Proposal of the next highest rated firm(s) and begin negotiations with them. If the previously listed cost rates acceptable to PVTA cannot be negotiated with the next highest rated firm(s) then PVTA will terminate negotiations with them and again move to the next highest-rated firm, and so on, until firm agreements are reached, and approval is received from the PVTA Administrator.

3.2 CONTRACT AWARD

When the Procurement Officer determines that awards can be made that is judged by PVTA to be in its best interest, a recommendation is made to the PVTA Administrator to proceed with making the awards. The Contracting Officer prepares a request for approval by the Administrator that contains the Evaluation Committee's documentation supporting the final recommendation. Following receipt of the Administrator's approval, all Proposers will be advised, in writing, of PVTA's final decision. The Contract will then be executed between PVTA and the selected Proposer(s). Upon execution of the Contract, a formal Notice to Proceed will be issued to the Contractor.

4.0 EVALUATION OF NON-PRICE PROPOSALS

4.1 MINIMUM QUALIFICATIONS OF PROPOSERS

Prospective Proposers must meet the following minimum qualifications to be considered for selection:

4.1.1 Staffing Experience - The firm/team must nominate two (2) specific individual Senior Construction/Project Managers, two (2) specific on-site Clerk of Works/Construction Field Representatives, and a Cost Estimator/Scheduler to the project. Each staff assigned to these three (3) positions must have a minimum of ten (10) years of professional experience within their position titles on large-size commercial construction projects. on similar facility projects. If a current license and registration by the Commonwealth of Massachusetts as either an Architect or Professional Engineer is held by any of these positions, then the minimum 10-year threshold described above will be reduced to seven (7) years.

4.2 QUALIFICATIONS COMPLIANCE DETERMINATION - PVTA is the sole judge in determining compliance with qualifications standards.

4.3 EVALUATION CRITERIA

The Non-Price Proposals, including qualifications, experience, and scope of work/approach shall be evaluated based upon the following criteria and possible 100-point total:

4.3.1 Overall Quality and Responsiveness of Proposal (10 Points)

This evaluation criteria considers how well-written and concise, how organized and responsive, and how well the Proposal demonstrates an understanding of the RFQ and project requirements.

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4.3.2 Firm/Team Qualifications (30 Points)
This evaluation criteria considers the experience, capacity and ability of the Firm/Team to satisfactorily accomplish all the required Services. This review shall also be based on the successful performance and examples of previous construction projects cited that may include past PVTA projects or projects that are similar in size (small/medium), scope and complexity to PVTA projects with an emphasis on public transit/FTA funded projects and on-call construction management services for other governmental agencies – particularly in Massachusetts.

4.3.3 Nominated Staff Qualifications (40 Points)
This evaluation criteria considers the qualifications and technical competence of the respondent's nominated staff for the three key positions previously listed and nominated/assigned to PVTA projects. Prior experience of the Applicant's key staff or subconsultant staff assigned to the project for work on similar facility design projects will be considered. Demonstrated knowledge and experience of M.G.L. Chapter 30, 39, 149, and 149A relating to public construction projects and transit facility design projects will be considered. Professional references will also be evaluated/considered. The depth of the respondents' staffing for the three key positions - beyond the key staff nominated - will be considered.

4.3.4 Approach and Capacity (20 Points)
This evaluation criteria rates the overall quality of the Proposer's approach to the requested construction management services including project management, client communications and location of key staff to respond in a timely matter to on-call engineering requests. Capacity will also be evaluated based on the identified professional disciplines/positions and assessed capacity to provide personnel as needed – including on small projects providing just the Clerk of Works/Construction Field Representative without a Senior Construction/Project Manager; or just the Senior Construction/Project Manager when PVTA already has in-house field supervision; or just the Cost Estimator/Scheduler.

5.0 STANDARD TERMS AND CONDITIONS

5.1 PUBLIC RECORDS
All information appearing within the proposal is subject to public inspection and shall be deemed a public record under the Massachusetts Public Records Law.

5.2 INVOICING
The PVTA will only pay by original invoice. The PVTA will not authorize and does not participate in funding payments to a contractor prior to the incurrence of costs. Progress payments may be authorized provided the following requirements are followed:

- Progress payments are only made to the contractor for costs incurred in the performance of the contract;
- When progress payments are used, the PVTA must obtain title to property (materials, equipment, etc.) for which progress payments are made

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5.3 CONTROLLING LAW
The Contract shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and proper venue for legal action regarding the Contract shall be in state court in Hampden County.

5.4 TAXES, CHARGES, AND EXTRAS
The PVTA is exempt from all federal excise taxes, tax on transportation and Massachusetts's sales tax. Price(s) negotiated with PVTA shall not include said taxes. Upon request PVTA will furnish the Contractor with a tax exemption certificate. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by PVTA unless expressly negotiated with the successful offeror.

5.5 AWARD
The successful offeror shall enter into an agreement in a contract form provided by PVTA. The PVTA will not execute the agreement without the Agreement first being signed by the firm's principal and receipt of the satisfactory evidence of insurance, which may include copies of relevant insurance policies and endorsement pages. All work to be performed by the selected firm will commence following a Notice to Proceed issued by PVTA. The selected firm will not perform any services unless authorized by a duly executed Notice to Proceed. Any unauthorized services performed by the selected firm will be at no cost to PVTA.

5.6 INSURANCE REQUIREMENTS
By signing its proposal, Respondent acknowledges that it has read and understands the insurance requirement for this proposal set forth in **Exhibit H**. Respondent also understands that the evidence of required insurance, naming PVTA as an additional insured, must be submitted upon contract signing; otherwise, PVTA may rescind its acceptance of the Respondents proposal.

5.7 LIMITATION ON FUNDING
The Contract for services resulting from this RFQ will be subject to the contract between PVTA and the availability of on-going funds from PVTA's funding sources. The Contract for this service is contingent upon receipt of these funds by PVTA. If funding from these sources is eliminated or decreased, PVTA reserves the right to terminate the Contract or modify it accordingly.

5.8 PROTEST PROCEDURES
The PVTA's Protest Procedures are attached in **Exhibit I**.

5.9 FEDERALLY REQUIRED CONTRACT CLAUSES
By submitting a proposal, Respondent acknowledges that it has read and understands the Federally Required Contract Clauses outlined in **Exhibit J.** Respondent also acknowledges that the Federally Required Contract Clauses will remain part of the contract for this work.

6.0 SCOPE OF SERVICES

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6.1 GENERAL SERVICES BY KEY STAFF POSITION

Consultant shall provide on-call construction management services to support various construction projects of the PVTA on its Bus and Paratransit Operating and Maintenance Facilities, Administrative Office Building, and Intermodal Passenger Facilities. PVTA's buildings are in Springfield, Northampton, Amherst (UMass Campus), Holyoke, and Westfield. The Work under the Agreement will be established as needed through individual Work Order assignments.

The Consultant shall function with overall guidance from PVTA but will manage and control the day-to-day Work Order activities and deliverables.

Professional services to be provided by the Consultant under Agreement on individual Work Orders may require, at PVTA's discretion, one, a combination of, or all three professional staff positions listed in this RFQ. The following general tasks and activities by staff position may include:

Clerk of Works/Construction Field Representative

1. During the active construction phase, visit the jobsite daily as may be reasonably necessary to observe the work being performed and determine if it is progressing in terms of quality and schedule in conformance with the Contract Documents.

2. Notify Project Manager/Architect and PVTA Manager of Capital Projects and/or OPM immediately if work does not conform with contract documents, requires special inspection or testing, or results in safety concerns.

3. Monitor the contractor's progress as it relates to construction schedule and alert the Project Designer/Engineer and PVTA Manager of Capital Projects and/or OPM to conditions that may lead to delays in completion of the work.

4. Maintain job-site files, documents/reports and a daily log with photographs as directed/needed; keep records of construction work performed, workforce on-site, materials, supplies and delays and their causes; provide periodic updates to PVTA Manager of Capital Projects and/or OPM.

5. Coordinate owner-required material testing work, if any, through third-party vendor.

6. Verify unit-based pricing work, time-and-materials work, material quantity shipping/ receiving slips, daily manpower as appropriate.

7. Attend weekly construction coordination and other meetings as directed by PVTA Manager of Capital Projects and/or OPM.

8. Observe and record compliance with approved change orders.

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9. Review and coordinate as necessary applications for payments with recommendations.

10. In cooperation with the Project Designer/Engineer, review interim and final punch lists and associated contractor work.

11. Coordinate any staff training and training manuals transfer to PVTA.

12. Coordinate and verify that PVTA has received all contract-required close-out documentation.

13. Collect, review, confirm and keep on file on PVTA's behalf project records including Certified Payrolls in conformance with specifications/regulations. Ensure receipt of all contract required project close-out documentation. These are prevailing wage jobs.

14. Field verify and document sub-contractor(s) work and that timely GC payments to subcontractors are occurring.

15. Other duties as necessary as customarily performed by Clerk of Works positions on public construction projects in Massachusetts.

Senior Construction/Project Manager

Should PVTA require an Owner's Project Manager (OPM) for a specific work order/project, a qualified Senior Construction/Project Manager shall be designated as the OPM for the project to provide all services required by Massachusetts General Laws Chapter 149, Section 44A 1/2 to include management activities needed to complete the project in a timely and cost-effective manner while ensuring construction is delivered at the highest possible standard.

In general, the OPM duties shall include but not be limited to providing advice and consultation with respect to design, value engineering, constructability review, scope of work development/refinement, and cost estimating oversight; general contractor and subcontractor prequalification; issuance of RFQs/RFPs as necessary, scheduling, construction, quality assurance, environmental compliance, safety compliance, site logistics/planning, site materials testing and inspections, commissioning, communication/ coordination, and the selection and negotiation with, and oversight of, a designer and general contractor; review of submittals, RFIs, change orders, directives; and ensuring the preparation of time schedules, and assisting in project evaluations. PVTA may also assign work to this position even when the project does not require an OPM by statute.

Construction Cost Estimator/Scheduler

Should PVTA request it for a specific work order/project, a project cost estimator shall provide project controls expertise including construction cost estimates at all requested phases of design; provide independent cost estimates or evaluation of proposed change orders, participate in feasibility/cost studies, life cycle costing, RFP/RFQ development, bid reviews, value

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engineering, constructability reviews, project scheduling preparation/review/risk mgt., and other construction cost estimator and scheduling functions as required.

6.2 2027-2028 ON-CALL WORK ORDERS ANTICIPATED

There are several small capital projects that PVTA anticipates assistance with throughout each year of the 5-year period. There will usually be multiple active construction projects going on simultaneously. It is anticipated that one or more Clerk of Works/Construction Field Representatives should be able to handle two or more small projects simultaneously if requested. PVTA has a part-time in-house Clerk of Works that it may choose to utilize on small-to-medium-size construction projects with or without the consultant contracted under this RFQ.

In the spring of 2027, PVTA anticipates needing on-call OPM/CM mgt. services for a $4Million to $5Million renovation of its Northampton Bus Maintenance Garage at 54 Industrial Drive to include renovation of the maintenance bays, parts room, bathrooms/lockers and related space. PVTA also anticipates starting construction on a $1Million to 1.5Million project to remove and concrete cap its retired in-ground hydraulic bus lifts at its Paratransit Maintenance Facility at 2840 Main St., Springfield. Several smaller capital projects are also planned.

In 2028, PVTA anticipates needing on-call OPM/CM mgt. services for a $3Million to $5Million renovation of its UMass Transit Center Administrative Offices located at 185 Holdsworth Way in Amherst, MA on the campus of the University of Massachusetts Amherst. PVTA also anticipates starting construction of a $1Million to $1.5Million HVAC Upgrade of its 2808 Main Street Administrative Office Building in Springfield, MA. Several smaller capital projects are planned.

For future years of the 5-year contract, PVTA will be submitting grant funding requests to the Federal Transit Administration (FTA) and MassDOT for small, medium, and large capital design and construction projects resulting from its 5-year capital planning process.

6.3 CONTRACT DELIVERABLES

Specific contract deliverables will be set forth in each individual Work Orders issued under Agreement with the firm selected under this RFQ.

ATTACHED EXHIBITS:

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EXHIBIT A, PROSPECTIVE PROPOSER FACT SHEET AND GENERAL INFORMATION FORM

Name of Organization: _____

Telephone Number: _____

Years in Business: _____

Organization is (circle one):

Corporation	Partnership	Association
Joint Venture	Sole Proprietorship	Public Agency
Quasi-Public Agency	Other: (Explain) _____	

1) Are you or your firm authorized to business in Massachusetts? ☐ Yes ☐ No
2) Are you or your firm a certified DBE? ☐ Yes ☐ No
3) Is this a local business? ☐ Yes ☐ No
4) This firm has been in continuous business under the present name for ____ years.

Organization's Address: _____

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

_____

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide PVTA with the Services described in the Request for Qualifications dated _____. The stated Proposal shall be firm for ninety (90) calendar days from the due date for this Proposal.

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

Authorized Signature _____

Date _____

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EXHIBIT B, CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of

(Name of Corporation)

held on _____, 20__ it was VOTED that:

_____

(Name) (Officer's Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by said Officer under seal of the company, shall be valid and binding upon this corporation.

A True Copy:

ATTEST:

_____

TITLE:

_____

PLACE OF BUSINESS:

_____

I hereby certify that I am the clerk of the

_____

that _____ is the duly elected

_____ of

(Name)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

_____

(Clerk)

CORPORATE SEAL:

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EXHIBIT C, CERTIFICATION OF ELIGIBILITY TO BID OR PROPOSE

_____hereby certifies that it is not included on the
(Name of Proposer)

U.S. Comptroller General's Debarred Bidders List.

Signature of Authorized Official:_____

Firm:_____

The Proposer further certifies to the best of its knowledge and belief that it and its principals

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three (3) year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction, violation of Federal or state anti-trust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property.

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of, any of the offenses enumerated in Paragraph B of this certification.

Have not within a three (3) year period preceding the date of this Proposal had any public transactions (Federal, state or local) terminated for cause or default.

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

(Check One)

_____ I DO CERTIFY _____ I DO NOT CERTIFY

DATE: _____

SIGNATURE: _____

NAME & TITLE: _____

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EXHIBIT D, CERTIFICATION OF NON-COLLUSION

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

SIGNATURE: _____

NAME: _____

FIRM: _____

DATE: _____

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EXHIBIT E, CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I, _____, authorized signatory for _____, do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____
Signature

Name: _____

Title: _____

_____
Tax Identification Number

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EXHIBIT F, PUBLIC CONTRACTOR DEBARMENT CERTIFICATION

The undersigned certifies under penalty of perjury that the said undersigned is not presently debarred from the award of any contract for public (local state or federal) work in the Commonwealth of Massachusetts under provisions of G.L. c. 29, §29F, G.L. c. 149, §44C or G.L. c. 7, §38D, or any other applicable state or federal debarment provision ant statute, rule or regulation.

Company Name: _____

Signature: _____

Authorized Signatory Name: _____

Date: _____

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EXHIBIT G, PVTA'S PRESERVATION OF RIGHTS AND DISCLAIMERS

Notwithstanding anything to the contrary in this RFQ, and in addition to and not in limitation of the other provisions of the RFQ, PVTA reserves the following rights and makes the following disclaimers:

The PVTA is requesting responses to this RFQ pursuant to its determination that such a process best serves the interests of PVTA and the general public, and not because of any legal requirement to do so.

The PVTA shall not be responsible in any manner for any costs associated with responses to this RFQ.

The PVTA reserves the unqualified right, in its sole and absolute discretion, to undertake discussions with one or more Proposer or any third party, to waive any irregularities, to waive defects or non-compliance in the filing or contents of any Proposal, and to proceed with that Proposal, or elements of one or more Proposals, if any, which in its sole judgment shall, under the circumstances, best serve PVTA's interest.

The PVTA reserves the unqualified right to amend the terms of this RFQ at any time, and to solicit and accept modifications to any Proposal at any time when it is in the best interest of PVTA to do so.

The PVTA reserves the unqualified right, in its sole and absolute discretion, to choose or reject any Proposal received in response to this RFQ, either on the basis of an evaluation of the factors listed in this RFQ or for other reasons, whether or not any Proposal offers the highest monetary compensation to PVTA or any other public entity.

The PVTA reserves the unqualified right, in its sole and absolute discretion, to reject any and all Proposals or to suspend or abandon this RFQ process at any time, with no recourse for any Proposer.

The information contained in this RFQ and in any subsequent addenda or related documents is provided as general information only. The furnishing of such information by PVTA shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of the RFQ, by submitting a Proposal to PVTA, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold PVTA, or any third party who advised or prepared a report for PVTA, liable or responsible therefore in any manner whatsoever.

The PVTA may, at any time, request further information from any Proposer, interview any Proposers to more fully understand their responses to this RFQ, and require any Proposer to arrange a site visit for its Selection Committee.
The PVTA reserves the right, in its sole discretion, to develop the project on any schedule and use any chosen approach.

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Neither the expression of any Proposer's interest, nor the submission of any Proposer's qualifications and any documents or other information, nor the acceptance thereof by PVTA, nor any correspondence, discussions, meetings or other communications between a Proposer and PVTA, nor a determination by PVTA that the Proposer is qualified hereunder, shall:

(i) impose any obligation on PVTA to include the Proposer in any such further procedures which PVTA may utilize prior to the final selection of a Proposer,

(ii) be deemed to impose any obligation whatsoever on PVTA to select the Proposer, or to enter into negotiations with the Proposer, or

(iii) entitle the Proposers to any compensation or reimbursement for any costs or expenses incurred by the Proposer in connection with the Proposer's submission hereunder.

No costs of responding to the RFQ or any addenda thereto, nor of the attending any subsequent interviews or meetings in connection with this development opportunity, shall be reimbursed by PVTA.

The PVTA may consult individuals familiar with each Proposer regarding the Proposer's prior operations and development or management projects, financial plan, past performance, experience and qualifications, or other matters, whether or not the specific individuals are identified in the Proposal. Submission of a Proposal in response to this RFQ shall constitute permission for PVTA to make such inquiries, and authorization to third parties to respond thereto.

The individual responses to this RFQ, including all drawings, plans, photos and narrative material shall become the property of PVTA upon their receipt thereof. The PVTA shall maintain the confidentiality of any material that is provided in response to this RFQ and clearly marked "Confidential", to the maximum extent possible, in a manner consistent with applicable law. Given the liberal nature of the Commonwealth's public records law, Proposers shall nevertheless be aware that any information given to PVTA in response to this RFQ or any correspondence, discussion, meeting, or other communication between the Proposer and PVTA before, with, or after the submission of the response, either orally or in writing, may not be, or may not be deemed to have been, proprietary or confidential.

Neither the members of PVTA nor any individual member, nor any officer, agent, or employee thereof shall be charged personally by a Proposer or any third party with any liability or held liable to it under any term or provision of this RFQ nor any statement made herein.

The PVTA reserves the unqualified right, in its sole and absolute discretion, to disqualify any team, firm, or individual form any phase or component of the selection processor this development opportunity, due to:

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(i) felonious or other criminal record in any jurisdiction (domestic or foreign);
(ii) a determination by PVTA that the Proposer has failed to disclose any matter that materially relates to the fitness or ability of the Proposer to perform the work and Services associated with this development opportunity, or a conflict of interest; or
(iii) a determination that such disqualification would serve the public interest.

The PVTA reserves the unqualified right to:

(i) disqualify any prospective Proposer or reject any response at any time solely on the grounds that a real or perceived legal or policy conflict or interest is presented;
(ii) require any prospective Proposer to take any action or supply any information necessary to remove the conflict, including without limitation, obtaining an opinion from the State Ethics Commission; or
(iii) terminate any contract arising out of this RFQ if, in the opinion of PVTA, any such relationship would constitute or have the potential to create a real or perceived conflict of interest.

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EXHIBIT H, REQUIRED INSURANCE

All Vendors and their Subcontractors shall purchase and maintain insurance of the following types of coverages and limits of liability prior to the commencement of the Vendor's Work. Such coverage shall remain in effect for the entire term of the Vendor's Work and shall be obtained at the sole cost and expense of the Vendor. Evidence of all insurance coverage must be provided to Wesley Brown, PVTA Procurement Officer prior to the commencement of the Vendor's Work in the form of insurance certificates and/or insurance policies, endorsements and riders.

1. Commercial General Liability ("CGL")

(a) Limits of Insurance of not less than:

$1,000,000	Each Occurrence
$1,000,000	Personal and Advertising Injury
$2,000,000	General Aggregate
$2,000,000	Products/Completed Operations Aggregate
$50,000	Fire Damage
$5,000	Medical Expense

(b) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

(c) CGL coverage shall be written, and include the Broad Form Endorsement, on ISO Occurrence form CG 00 01-1093 or a substitute form providing equivalent coverage and shall cover liability arising from yet not limited to premises, operations, independent contractors, products – completed operations, and personal and advertising injury.

(d) CGL coverage shall include coverage for product tampering and product recall.

(e) the Owner shall be included as insureds on the CGLs, using ISO Additional Insured Endorsement CG 20 10 (11 85) or CG 20 10 (10 93) **and** CG 20 37 (10 01) or CG 20 33 (10 01) and CG 20 37 (10 01) or a substitute providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Vendor. It shall apply as primary and noncontributing insurance before any other insurance or self-insurance, including any deductible maintained by or provided to the additional insureds.

(f) Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement addressed in section (d) above.

(g) Vendor shall maintain CGL coverage for itself and all additional insureds for the

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duration of the contract and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the Work.

2. Automobile Liability

(a) Business Automobile Liability with limits of not less than $1,000,000 combined single limit.

(b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.

(c) The Owner shall be included as additional insureds on the auto policy.

3. Commercial Umbrella

(a) Umbrella limits must be at least $5,000,000 with a per-project aggregate.

(b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.

(c) Umbrella coverage for such additional insureds shall apply as primary and noncontributing insurance before any other insurance or self-insurance, including any deductible maintained by, or provided to the additional insureds other than the CGL, Auto Liability, and Employers Liability coverages maintained by the Subcontractor.

4. **Workers Compensation and Employers Liability**

(a) Employers Liability Insurance limits must be at least $500,000 each accident for bodily injury by accident, $500,000 each employee for injury by disease, and $500,000 each disease – policy limit.

(b) Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement shall be attached to the policy.

Waiver of Subrogation

Subcontractor waives all rights against the Owner and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business automobile liability, or workers compensation and employers liability insurance maintained per the requirements stated above.

Insurance Companies

All policies are to be issued and underwritten by insurance companies having an A.M. Best Rating of "A" or better. Insurers must provide the Owner with thirty (30) day notice of cancellation on all policies. Vendor must provide replacement certificates of insurance to the Owner at least thirty (30) days prior to the expiration or renewal date of each insurance policy.

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Contract

The above Subcontractor Insurance Requirements will be incorporated into the Contract between the Owner and the Vendor by reference to this attachment. However, if the Contract requires additional coverages or higher limits of coverage (due to the Owner's requirements) then the Contract will govern those requirements. Notwithstanding the foregoing, in no event will the coverages and limits be less than those stipulated above.

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EXHIBIT I, PVTA PROTEST PROCEDURES

1.1 GENERAL

1.2 This procedure is applicable to all procurements in excess of $100,000. Protests for procurements of less than $100,000 shall be informally handled by the Procurement Department.

2.1 DEFINITIONS

2.2 "Interested Party" means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. It does not include subcontractors or potential subcontractors.

2.3 All "days" referred to are deemed to be normal business days. Except as otherwise provided, in computing a period of time prescribed by these regulations, the day from which the designated period of time begins to run shall not be counted, but the last day of the period shall be counted unless that day is not a normal business day, in which event the period shall include the next working day. Time for filing any document or copy thereof with the Authority expires at 4:30 p.m. Eastern Standard Time or Eastern Daylight Savings Time, as applicable on the last day on which such filing may be made.

2.4 "Adverse agency action" is any action or inaction on the part of the Authority which is prejudicial to the position taken in a protest filed with the Authority. It may include but is not limited to: a decision on the merits of a protest; a procurement action such as the opening of bids or receipt of proposals, the award of a contract, or the rejection of a bid despite the pendency of a protest; or the Authority acquiescence in and active support of continued and substantial contract performance.

3.1 FILING OF PROTEST

3.2 An interested party may protest to the Authority a solicitation issued by the Authority for the procurement of property or services, or the proposed award or the award of such a contract.

3.3 Protest must be in writing and addressed as follows: Procurement Officer, PVTA, 2808 Main Street, Springfield, MA 01107.

3.4 The protester shall furnish two complete copies of the protest to the Procurement Officer, addressed as stated above.

3.5 A protest filed with the Authority shall:

1. Include the name, address and telephone number of the protester;
2. Include an original signed by the protester or its representative;

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3. Identify the solicitation and purchase order number;
4. Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents; and,
5. State the form of relief requested.

3.6 No formal briefs or other technical forms of pleading or motion are required. Protest submissions should be concise, logically arranged, and clearly state legally sufficient grounds of protest.

3.7 A protest filed with the Authority may be dismissed for failure to comply with any of the requirements of this section.

4.1 TIME OF FILING

4.2 Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the closing date for receipt of initial proposals shall be filed prior to bid opening or the closing date for receipt of initial proposals. In procurements where proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing date for receipt of proposals following the incorporation.

4.1.1 In cases other than those covered above, protests shall be filed not later than 5 days after the basis of protest is known or should have been known, while within 5 days prior to the date specified for a bid opening of an IFB or for the due date for filing a response for RFP's.

4.3 The term "filed" regarding protests to PVTA means receipt of the protest submission in PVTA's Procurement Department.

4.4 PVTA, for good cause shown, or where it determines that a protest raises issues significant to the procurement system, may consider any protest which is not filed timely.

5.1 NOTICE OF PROTEST, SUBMISSION OF AUTHORITY REPORT AND TIME FOR FILING OF COMMENTS ON REPORT

5.2 The Procurement Officer shall promptly give notice of the protest to the contractor if award has been made or, if no award has been made, to all bidders or offerors who appear to have a substantial and reasonable prospect of receiving an award if the protest is denied. The Procurement Officer shall furnish copies of the protest submissions to such parties, if requested to do so in writing.

5.3 Material submitted by a protester will not be withheld from any interested party outside the Authority which may be involved in the protest except to the extent that the withholding of information is permitted or required by law or regulation. If the

protester considers that the protest contains material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest submission and the allegedly protected information must be so identified whenever it appears.

5.4 Protests shall be reviewed by a panel consisting of representatives of Legal, the Procurement Officer and appropriate technical and other staff. Such review panel shall be chaired by the Procurement Officer or by a designee, as authorized in writing.

Documents that will be included in the review will consist of the protest, the bid or proposal submitted by the protester, the solicitation, including the specifications or portions relevant to the protest, the abstract of bids or offers or relevant portions, any other documents that are relevant to the protest, or any additional evidence or information deemed necessary in determining the validity of the protest. Following final review, the Procurement Officer will furnish a copy of the report to the protester and interested parties who have responded to the notice.

5.5 Comments on the report shall be filed by the protester and interested parties with the Procurement Officer within 5 days after receipt of the report. Failure of the protester to file comments, or to file a statement requesting that the case be decided on the existing record, or to request an extension under this section within the 5-day period will result in dismissal of the protest.

5.6 Notwithstanding any other provision of this procedure, when on its face a protest does not state a valid basis for protest or is untimely, the Procurement Officer may summarily dismiss the protest. Among the protests which may be dismissed without consideration of the merits are those concerning the following:

1. PVTA's Purchasing Regulations and Procedures.
2. Contract Administration.
3. Affirmative Determination of Responsibility by the Procurement Officer. Because the determination that a bidder or offeror is capable of performing a contract is based in large measure on subjective judgments which generally are not readily susceptible of reasoned review, an affirmative determination of responsibility will not be reviewed,
   absent a showing that such determination was made fraudulently or in bad faith or that definitive responsibility crite1ia in the solicitation were not met.
4. Determinations by the Authority of "minor informalities" in bids or proposals which can be waived by the Authority, absent a showing that such determination was made fraudulently or in bad faith or that definitive responsiveness criteria in the solicitation were not met.
5. Affirmative determination by the Authority that a bid or proposal is responsive to the Authority's specifications, absent a showing that such determination was made fraudulently or in bad faith or that definitive specification criteria in the solicitation were not met.

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6. Protests not filed within the time limits set forth above.
7. Subcontractor Protests. The Authority will not consider subcontractor protests.
8. Judicial proceedings. The Authority will not consider protests where the matter involved is the subject of litigation before a court of competent jurisdiction, unless the court requests a decision by the Authority in accordance with these procedures. The Authority will not consider protests where the matter involved has been decided on the merits by a court of competent jurisdiction.

6.1 WITHHOLDING OF AWARD AND SUSPENSION OF CONTRACT PERFORMANCE

6.2 When the Authority receives notice of a protest prior to award of a contract it may not award a contract under the protested procurement while the protest is pending unless the Procurement Officer determines in writing that urgent and compelling circumstances significantly affecting interests of PVTA will not permit waiting for the protest decision.

7.1 CONFERENCE MEETING

7.1 A conference meeting on the merits of the protest may, at the sole discretion of the review panel, be held at the request of the protester or interested parties who have responded to the notice given above. Requests for a conference should be made at the earliest possible time in the protest proceeding.

7.2 Conferences will be held on a date set by the review panel no later than 5 days after receipt by the protester and interested parties of the review panel report. All interested parties shall be invited to attend. Ordinarily, only one conference will be held on a protest.

7.3 If any party refuses to attend such a conference, or a witness fails to attend or fails to answer a relevant question, the review panel may draw an inference unfavorable to the party refusing to cooperate.

7.4 The review panel may request that a conference be held if at any time during the protest proceeding it decides that such a conference is needed to clarify material issues. If such a conference is held the review panel shall make such adjustments in the submission deadlines as it determines to be fair to all parties.

7.5 Failure of the protester to file comments, or to file a statement requesting that the case be decided on the existing record will result in dismissal of the protest.

8.1 REMEDIES

8.2 If the review panel determines that a solicitation or proposed award does not comply with statute or regulation, it shall recommend that the Authority implement any

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combination of the following remedies which it deems appropriate under the circumstances:

1. Refrain from exercising options under the contract;
2. Recomplete the contract;
3. Issue a new solicitation;
4. Award a contract consistent with statute and regulation; or
5. Such other recommendations as the Procurement Officer determines necessary to promote compliance.

8.3 In determining the appropriate recommendation, the review panel shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, cost to the Authority, the urgency of the procurement and the impact of the recommendation on the Authority's mission.

9.1 TIME FOR DECISION BY THE AUTHORITY'S REVIEW PANEL

9.2 The review panel shall issue a final decision on a protest within 60 days from the date the protest is filed with it. The determination of PVTA regarding a protest will be final.

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EXHIBIT J
FEDERALLY REQUIRED CONTRACT CLAUSES

The FRC Clauses shall apply equally to the Contractor as they do to the Authority, and the Contractor shall indemnify and hold the Authority harmless for any liability it may incur as a result of the Contractor's failure to act in compliance with the FRC Clauses.

No Federal Government Obligations to Third Parties

In connection with the Project, the Contractor acknowledges that, absent the Federal Government's express written consent, the Federal Government shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement. The Contractor shall include the substance of this clause in each subcontract (FTA Master Agreement v33 § 3(l)).

False or Fraudulent Statements or Claims

The Contractor acknowledges and agrees that:
(1) Civil Fraud. 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 the Contractor's activities in connection with the Project. By executing the Grant Agreement, Cooperative Agreement, or Contract for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.
(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate (FTA Master Agreement v33 § 4)).

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Access to Third Party Contract Records and Audits

The Contractor agrees to provide, and require its third party subcontractors (at as many tiers as required), to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records (at any tier) pertinent to the Federal award to perform audits, execute site visits, or for any other official use and to any further extent required by 49 U.S.C. § 5325(g), and 2 CFR §§ 200.337–338. The Contractor further agrees to require its third party subcontractors (at any tier), to provide sufficient access to third party procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by FTA (FTA Master Agreement v33 § 16(s)).

Changes to Federal Requirements

The Contractor acknowledges that Federal laws and regulations control Project award and implementation. The Contractor also acknowledges that Federal directives, as defined in the Master Agreement, set forth Federal terms applicable to the Project, except to the extent that FTA determines otherwise in writing. Thus, FTA strongly encourages adherence to applicable Federal directives. The Contractor understands and agrees that unless FTA has provided express written approval of an alternative procedure or course of action differing from a procedure or course of action set forth in the applicable Federal directive, the Awarding Authority and/or the Contractor may incur a violation of the terms of the Grant Agreement or Cooperative Agreement or the Master Agreement if it implements an alternative procedure or course of action not approved by FTA.
The Contractor understands and agrees that Federal laws, regulations, and directives applicable to the Project and to the Applicant on the date on which the FTA Authorized Official awards Federal assistance for the Project may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date on which the Applicant executes the Grant Agreement or Cooperative Agreement for the Project, and might apply to that Grant Agreement or Cooperative Agreement. The Contractor understands that the most recent of such Federal laws, regulations, and directives will govern the administration of the Project at any particular time, except to the extent that FTA determines otherwise in writing.
FTA's written determination may take the form of a Special Condition, Special Requirement, Special Provision, or Condition of Award within the Grant Agreement or Cooperative Agreement for the Project, a change to an FTA directive, or a letter to the Applicant/Contractor signed by the Federal Transit Administrator or his or her duly authorized designee, the text of which modifies or otherwise conditions a specific provision of the Grant Agreement or Cooperative Agreement for the Project or the Master Agreement. To accommodate changing Federal requirements, the Contractor agrees to include in each agreement with each subcontractor implementing the Project notice that Federal laws, regulations, and directives may change and that the changed requirements will apply to the Project, except to the extent that FTA determines otherwise in writing. All standards or limits in the Grant Agreement or Cooperative Agreement for the Project, and in the Master Agreement are minimum requirements, unless modified by FTA. The Contractor and each of its subcontractors shall comply with all applicable

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FTA regulations, policies, procedures, and directives, including those listed in FTA Master Agreement v33, 2 CFR Part 200, FTA Circular 4220.1G, and 49 U.S.C. Chapter 53, as amended by the FAST Act and the Infrastructure Investment and Jobs Act (IIJA/BIL) (FTA Master Agreement v33 § 3(i)(6)).

Termination

Upon written notice, the Contractor understands that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided for the Project if the Contractor has violated the terms of the Grant Agreement or Cooperative Agreement for the Project including the Master Agreement, or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project. The Contractor understands and agrees that any failure to make reasonable progress on the Project or violation of the Grant Agreement or Cooperative Agreement for the Project, or the Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the Federal Government determines that the Contractor has willfully misused Federal assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, the Federal Government reserves the right to require the Contractor to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project. (2 CFR § 200.340–343).

Termination for Convenience (General Provision)

The PVTA 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 PVTA to be paid the Contractor. If the Contractor had any property in its possession belonging to the PVTA, the Contractor will account for the same and dispose of it in the manner the PVTA 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, the PVTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the PVTA 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

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

Opportunity to Cure (General Provision)

The PVTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to PVTA 's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within [ten (10) days] after receipt by Contractor of written notice from the PVTA setting forth the nature of said breach or default, PVTA 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 PVTA 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 PVTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by PVTA shall not limit PVTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the PVTA may terminate this contract for default. The PVTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The PVTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to; complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PVTA in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, acts of God, acts of PVTA, acts of another Contractor in the performance of a contract with the PVTA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the Contractor within [10] days from the beginning of any delay, notifies the PVTA in writing of the causes of delay. If in the judgment of the PVTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the PVTA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the PVTA (FTA Master Agreement v33 § 16(d)(2)).

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Civil Rights

The Contractor agrees to comply with all applicable civil rights laws, regulations and directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

a. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, or third party contractor at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, or third party contractor at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Contractor also agrees to comply with all applicable provisions of FTA Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients (2012), any subsequent amendments, and any other applicable Federal directives that may be issued.

c. Equal Employment Opportunity. The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, or third party contractor at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the Contractor also agrees to comply with all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. 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, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship (FTA Master Agreement v33 § 12).

Disadvantaged Business Enterprise

To the extent authorized by Federal law, the Contractor agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subcontractor, lessee, and third party contractor participating at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable in accordance with FTA DBE program requirements under 49 CFR Part 26, as amended, and U.S. DOT guidance. Therefore:

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(1) The Contractor agrees and assures that it will comply with 49 U.S.C. § 5332 and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Contractor agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease or third party contract, supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. The Contractor agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, and third party contracts supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Contractor's DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Contractor agrees that implementation of this DBE program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the Contractor of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

e. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and with implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.

f. Nondiscrimination on the Basis of Age. The Contractor agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age (FTA Master Agreement v33 § 12(e)).

Prompt Payment to Subcontractors

The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 days after the Contractor's receipt of payment for that work. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The Contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency. (49 CFR § 26.29).

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Incorporation of FTA Terms

The Contractor agrees to comply with applicable third party procurement requirements of 49 U.S.C. chapter 53 and other procurement requirements of Federal laws in effect now or as subsequently enacted to the extent applicable; with applicable U.S. DOT third party procurement regulations subject to FTA Master Agreement v33 and the requirements of 2 CFR Part 200, and with other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto. The Contractor also agrees to comply with the provisions of FTA Circular 4220.1G, "Third Party Contracting Requirements," and with any subsequent revision to that circular, except to the extent FTA determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Contractor understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to specific third party contract work to be performed.

Debarment and Suspension

In accordance with 2 CFR 180, subpart C, as adopted and supplemented by U.S. DOR regulations at 2 CFR Part 1200 the Contractor certifies and agrees as follows:

1. Certification: The Contractor, its principals, and any affiliates are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally assisted programs by any federal department or agency.
2. Ongoing Obligation: The Contractor shall immediately notify the Agency if, during the term of this Agreement, it or any of its principals become debarred, suspended, proposed for debarment, or otherwise ineligible to participate in federal programs.
3. Flow-Down: The Contractor shall ensure that all lower-tier subcontractors and participants comply with these requirements and include this clause in all subcontracts or agreements funded under this Agreement.
4. Remedies for Noncompliance: Any violation of this clause shall constitute a material breach of this Agreement and may result in suspension, termination, or other remedies available to the Agency under law or this Agreement (FTA Master Agreement v33 § 4(h)).

Domestic Preference for Procurements “Build America, Buy America”

As appropriate and to the extent consistent with law, the Contractor shall comply with all applicable domestic preference requirements under the Build America, Buy America Act (BABA), Pub. L. 117-58, div. G, tit. IX, §§ 70911-70927 (2021), codified at 2 CFR Part 184 and implemented through 2 CFR Part 200 through a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

For purposes of this clause:

“Produced in the United States” means iron, steel, manufactured products, or construction materials that are manufactured in the United States or substantially all of the components are of U.S. origin, consistent with 2 CFR Part 184.

“Construction materials” include non-ferrous metals, plastic and polymer-based products, glass,

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lumber, and drywall.
The Contractor must comply with 2 CFR § 200.322, 2 CFR Part 184, and must flow down this requirement to all subcontractors.
This domestic preference is separate from, and in addition to, FTA's Buy America requirements under 49 U.S.C. § 5323(j) and 49 CFR Part 661, which remain applicable where triggered (FTA Master Agreement v33 § 15(b)).

Notification of Fraud, Waste, Abuse and Disputes, Breaches, Litigation

The Contractor acknowledges:
(a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
(b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the PVTA shall promptly notify, in writing, the FTA Chief Counsel and FTA Regional Counsel for the Region in which the PVTA is located. The Contractor must include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
(3) **Additional Notice to U.S. DOT Inspector General.** The PVTA must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the PVTA is located, if the PVTA has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the PVTA and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant (Contractor) of the PVTA. It also applies to subcontractors at any tier; a contractor must include an equivalent provision in its subagreements. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the PVTA. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions

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of the PVTA, including divisions tasked with law enforcement or investigatory functions (FTA Master Agreement v33 § 39(b)(3)).
(c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party (Contractor), based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the PVTA may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the PVTA receives FTA's prior written concurrence.
(d) Enforcement. The PVTA must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project. FTA encourages the use of alternative dispute resolution procedures, as may be appropriate (FTA Master Agreement v33 § 39).

Federal Tax Liability and Recent Felony Convictions

In accordance with FTA Master Agreement Version 33, Section 4(g) and DOT Order 4200.6, the Contractor certifies that:
1. Federal Tax Compliance: The Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. Felony Convictions: The Contractor has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.
If the Contractor cannot certify to either of the above, the Recipient shall refer the matter to FTA and shall not to enter into any Third Party Agreement without the Agency's written approval. The Contractor shall require all lower-tier participants to include this certification in their agreements (FTA Master Agreement v33 § 4(g)).

Contracts Involving Federal Privacy Act Requirement

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:
Compliance with the Privacy Act of 1974: The Contractor agrees to comply with, and ensures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. This includes obtaining the express consent of the Federal Government before operating a system of records on its behalf. The Contractor acknowledges that the Privacy Act's civil and criminal penalties for violations apply to individuals involved, and non-compliance may result in termination of the underlying contract.
Subcontractor Compliance: The Contractor agrees to include these requirements in each subcontract where the subcontractor administers a system of records on behalf of the Federal Government, financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA).

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Patent Rights and Inventions Developed Under Federally Assisted Agreements

In accordance with 35 U.S.C. §§ 200–212, 37 CFR Part 401, 2 CFR 200 Appendix II (F), and FTA Master Agreement Version 33 § 17, the Contractor agrees as follows:

1. Disclosure of Inventions: The Contractor shall promptly disclose to the Agency, in writing, all inventions, discoveries, or improvements conceived or first actually reduced to practice in the course of or under work performed under this Agreement.
2. Patent Rights: The Contractor may retain ownership of any invention or patent resulting from federally assisted work, subject to the rights of the federal government as set forth in 35 U.S.C. §§ 200–212 and implementing regulations at 37 CFR Part 401. The federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the invention for or on behalf of the United States.
3. Agency Rights and Reporting: The Contractor shall comply with all reporting, recordkeeping, and election of rights requirements established by the Agency and federal regulations, including providing the Agency with copies of patent applications, notices of invention, and patent grants as required.
4. Subcontracts: The Contractor shall include appropriate patent rights provisions in all subcontracts or lower-tier agreements to ensure compliance with federal requirements and the Agency's rights.
5. Failure to Comply: Noncompliance with these requirements may constitute a material breach of this Agreement and may result in remedies including, but not limited to, withholding of payments, termination, or recovery of rights to inventions as allowed under law.

Energy Conservation

The Contractor shall comply with mandatory energy efficiency standards and policies derived from the State Energy Conservation Plan under the Energy Policy and Conservation Act, as amended (42 U.S.C. § 6321 et seq.), and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C, and comply with any applicable state or local energy policies. This obligation extends to all subcontractors (FTA Master Agreement v33 § 26(i)).

Recovered Materials and Solid Wastes

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962) and U.S. Environmental Protection Agency (EPA) regulations at 40 CFR Part 247. In the performance of this contract, the Contractor shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) (40 CFR Part 247) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management

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services in a manner that maximizes energy and resource recovery; and establishing an affirmative
procurement program for procurement of recovered materials identified in the EPA guidelines. The Contractor also agrees to provide reasonable estimates, certifications, and other documentation to demonstrate compliance upon request of the Recipient, FTA, or EPA. This requirement flows down to all subcontractors and subawards (FTA Master Agreement v33 § 16(d)(9)).

Access for Individuals with Disabilities

The Contractor agrees to comply with 49 U.S.C. § 5332, which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws or other laws pertaining to access for individuals with disabilities to the extent applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility

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Standards," 36 C.F.R. Part 1194;
(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
(11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

Safe Operation of Motor Vehicles

1) Seat Belt Use: In implementation of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217) PVTA has adopted and promotes on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company- leased" refer to vehicles owned or leased either by the Contractor or PVTA.
a. The third party (Contractor) shall adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles and shall require all employees and subcontracted employees to use seat belts while on PVTA property and in connection to all PVTA projects, including but not limited to: driving to the job site, leaving the job site, picking up/delivering materials, and disposing of waste.
2) Distracted Driving, Including Text Messaging While Driving: The PVTA complies with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
(i) Safety. The PVTA adopts workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award.
(ii) Recipient Size. The PVTA agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
The third party (Contractor) shall comply with the preceding Special Provision (i) – (ii) to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement; and to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with

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texting while driving. The third party (Contractor) shall include this Special Provision in each subagreement at each tier (FTA Master Agreement v33 § 34).

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, 2 CFR 200.471, and applicable federal law and guidance, the Contractor certifies and agrees as follows:
Prohibition: The Contractor shall not use, provide, or procure any covered telecommunications equipment or services, or any video surveillance equipment or services, from entities identified by the U.S. government as prohibited under federal law for use in federally funded contracts. This includes, but is not limited to, equipment or services produced by Huawei, ZTE, Hytera, Hikvision, Dahua, or other entities specified by the Federal Acquisition Regulation (FAR) or other federal guidance.
Compliance and Flow-Down: The Contractor shall ensure compliance with this prohibition in all lower-tier subcontracts or agreements. The Contractor shall require subcontractors and vendors to certify that they do not provide prohibited covered telecommunications or video surveillance equipment or services.
Reporting and Mitigation: The Contractor shall promptly report to the Agency any use or discovery of prohibited equipment or services in connection with this Agreement and shall take immediate corrective action to remove or replace such equipment or services.
Breach: Any violation of this clause shall constitute a material breach of this Agreement and may result in suspension, termination, or other remedies available to the Agency under law or this Agreement.

Fly America

The Contractor agrees to comply with the Fly America Act (49 U.S.C. § 40118) and U.S. DOT regulations at 41 CFR Part 301-10.131-301-10.143 by using U.S.-flag air carriers for international air transportation funded in part by FTA, unless service by a foreign carrier is a necessity as defined in the Act. If a foreign air carrier is used, the Contractor shall submit a certification or memorandum explaining why U.S.-flag service was unavailable or why it was necessary, and shall provide a certificate of compliance. These requirements must flow down to all subcontractors involved in international air travel (FTA Master Agreement v33 § 15(d))