

City of Pigeon Forge

**Request for Qualifications:
Architectural/Engineering Design
and Planning Services**

December 12, 2013

**Submission Due Date:
February 26, 2014**

TABLE OF CONTENTS

1	INSTRUCTIONS	1
1.1	BACKGROUND	1
1.2	DEFINITIONS	1
1.3	SUBMISSION INSTRUCTIONS	3
1.3.1	Quantity	3
1.3.2	Due Date	3
1.3.3	Proprietary Information	4
1.3.4	Forms	4
1.3.5	Availability of Electronic Version of This Document	4
1.4	QUESTIONS CONCERNING THE PROJECT	4
1.4.1	Pre-Proposal Meeting	4
1.4.2	Verbal and Written Questions	4
1.4.3	Inspection of Existing Facility	4
1.4.4	Interviews	5
1.5	SELECTION PROCESS	5
1.5.1	Qualifications Based Procurement (Brooks Act)	5
1.5.2	Evaluation Committee	5
1.5.3	Rejection of All Submittals	5
1.5.4	Financial Responsibility of the Offeror	5
1.6	QUALIFICATIONS SUBMISSION REQUIREMENTS	6
1.6.1	Organization of Design Team	6
1.6.2	Insurance Documentation	8
1.6.3	Staff Availability for this Assignment	8
1.6.4	Schedule	8
1.7	SUBMISSION OF SUPPLEMENTAL MATERIAL	8
1.8	DISADVANTAGED BUSINESS ENTERPRISE (DBE)	8
1.9	EVALUATION/SELECTION CRITERIA	8
1.10	CONTRACT	9
1.10.1	Award of Contract	9
1.10.2	Contract Type	9
1.10.3	Design Within Funding Limitations	9
1.10.4	Duration of the Contract	10
1.11	SCHEDULE	10
1.11.1	Procurement Schedule	10
2	BACKGROUND AND PROGRAM INFORMATION	11
2.1	PROJECT DESCRIPTION	11
2.2	SCOPE OF PROFESSIONAL SERVICES DESIRED	11
2.2.1	Planning and Permitting Services	11
2.2.2	Design Services	12
3	GENERAL TERMS AND CONDITIONS	14
3.1	ADDENDA	14
3.2	LATE SUBMISSION/MODIFICATIONS OR WITHDRAWALS	14
3.3	SAFETY	14
3.4	DISCLAIMER OF LIABILITY	14
3.5	HOLD HARMLESS	14

3.6	GOVERNING LAW.....	15
3.7	CONDITIONAL PROPOSALS.....	15
3.8	TERMINATION OF CONTRACT.....	15
3.9	SUBLETTING OF CONTRACT	15
3.10	ASSIGNMENT /TRANSFER OF INTERESTS.....	15
3.11	LICENSES, PERMITS, AND TAXES.....	16
3.12	RESPONSIBLE FIRMS	16
3.13	PROTEST PROCEDURE	16
3.14	NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES.....	16
3.15	FALSE STATEMENTS OR CLAIMS/CIVIL AND CRIMINAL FRAUD	17
3.15.1	Civil Fraud.....	17
3.15.2	Criminal Fraud	17
3.15.3	Inclusion in Lower Tier Contracts.....	17
3.16	ACCESS TO CONTRACT RECORDS	17
3.16.1	Records Available for Review	18
3.16.2	Presumption Upon Failure to Maintain	18
3.17	CHANGES TO FEDERAL REQUIREMENTS.....	18
3.18	CIVIL RIGHTS	18
3.18.1	Nondiscrimination	18
3.18.2	Equal Employment Opportunity.....	19
3.18.3	Age	19
3.18.4	Disabilities.....	19
3.18.5	Inclusion in Lower Tier Subcontracts.....	19
3.19	DISADVANTAGED BUSINESS ENTERPRISE (DBE)	19
3.19.1	Compliance.....	20
3.19.2	Nondiscrimination	20
3.19.3	Inclusion in Lower Tier Subcontracts.....	20
3.20	ACCESS FOR INDIVIDUALS WITH DISABILITIES	20
3.21	DEBARMENT AND SUSPENSION	21
3.22	CLEAN AIR	21
3.22.1	Compliance and Reporting.....	21
3.22.2	Inclusion in Lower Tier Contracts.....	21
3.23	CLEAN WATER	22
3.23.1	Compliance and Reporting.....	22
3.23.2	Inclusion in Lower Tier Contracts.....	22
3.24	SEISMIC SAFETY	22
3.25	ENERGY CONSERVATION	22
3.26	LOBBYING	22
3.27	INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS.....	23
3.28	PROHIBITED INTEREST.....	23
3.29	PROMPT PAYMENT TO SUBCONTRACTORS.....	23
3.30	PUBLICATION, REPRODUCTION, AND USE OF MATERIAL	24
3.31	INDEPENDENT PRICE DETERMINATION	24

4 FORMS AND CERTIFICATIONS..... 25

4.1	REQUIRED FORMS.....	25
4.1.1	Certification of Receipt of Addenda to the Request for Proposal.....	25
4.1.2	Required Certifications.....	25
4.1.3	Qualification Forms.....	25

PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS (RFQ) ARCHITECTURAL/ENGINEERING DESIGN AND PLANNING SERVICES

The City of Pigeon Forge is soliciting statements of qualifications for architectural/engineering firms to provide planning and A/E services to assist the agency in the development of a transit facility project in Pigeon Forge, Tennessee.

Any contract arising from this submission of qualifications shall be subject to financial assistance contracts between the City of Pigeon Forge and (1) the United State Department of Transportation, Federal Transit Administration; and (2) the Tennessee Department of Transportation. Terms and conditions associated with these contracts shall be applicable to this solicitation. All offerors will be required to certify they are not on the U.S. Comptroller General's List of Ineligible Contractors. The selected firm will be required to comply with all applicable Equal Opportunity laws and regulations.

The City of Pigeon Forge hereby notifies all responders that in regard to any contracts entered into pursuant to this Request for Qualifications, disadvantaged business enterprises will be afforded full opportunity to submit qualifications and will not be subjected to discrimination on the basis of race, religion, color, creed, sex, disability, age, or national origin in consideration for award.

Qualification statements are due no later than 4:00 p.m. Wednesday, Feb. 26, 2014. Copies of the RFQ or any questions concerning this procurement should be addressed to:

Scott Marine, Transit Director
City of Pigeon Forge
P.O. Box 1350
Pigeon Forge, TN 37868-1350
Phone 865-453-6444
Email: smarine@cityofpigeonforge.com

Late submissions shall not be considered.

The City of Pigeon Forge reserves the right to reject any or all submissions, to withdraw this solicitation at any time, and to award the contract to the submitter whose qualifications deemed to be in the best interests of the City of Pigeon Forge.

1 Instructions

1.1 Background

In the early 1980's tourism and tourism development in the city of Pigeon Forge really began to accelerate. In 1986 with the assistance of TDOT the city began operating a transit system with five trolley busses and about a dozen drivers. Since that time the trolley system has grown considerably in vehicles and staffing. The fleet inventory now consists of over 40 trolleys and busses and during peak service months has a staff of over 75 employees. The city's transit system, called the Fun Time Trolley provides a "hop on hop off" type of service for the many non resident visitors to the area as well as basic transportation to the small local population. ADA paratransit services are provided on request to persons with disability as well. For the fiscal year ending on June 30, 2013 the Fun Time Trolley system had hauled over 839,000 passengers. This tremendous growth of the city and the trolley system has created an overcrowded situation at our current trolley center location which is necessitating a move to a larger building and one situated with easier bus movement in and out of the facility.

The City of Pigeon Forge has received 5311 grant funds from the Federal Transit Administration (FTA) and the Tennessee Department of Transportation (TDOT). These funds along with local funding will be used for the scope of services outlined in this RFQ.

The purpose of this RFQ is to secure the services of a qualified professional services firm to assist the planning, permitting, design, and construction management processes for this design, bid, and build project. Specifically, The City of Pigeon Forge seeks or may require professional services to conduct any of the following activities:

- Providing site planning and development services;
- Securing the necessary permits with the appropriate state and local authorities;
- Conducting tests, as necessary, to support the agency's permit applications;
- Providing design services, including schematic and detailed design preparation;
- Preparing construction bid documents; and
- Optionally, providing construction management services.

Planning and design services shall constitute the first phase of the project. Upon approval of schematic, detailed design, and construction documents, The City of Pigeon Forge, at a later date, will execute a supplemental agreement in the project agreement for construction related services.

1.2 Definitions

Whenever in the Request for Qualifications the following terms, names, references, or abbreviations are used, the intent and meaning shall be interpreted as follows:

"ADA" shall mean the Americans with Disabilities Act of 1990.

"Addendum" shall mean the additional provisions issued in writing by the City of Pigeon Forge prior to the receipt of qualifications statements.

"Agency" shall mean the City of Pigeon Forge

"Agreement" shall mean the written agreement between the City of Pigeon Forge and the selected Contractor covering the Contract Work to be performed. The Agreement will be attached to and made a part of the Contract Documents.

"Contract" or "Contract Documents" shall mean each of the various parts of the entire Agreement.

"Contracting Officer" shall mean the Transit Director of the City of Pigeon Forge.

"Contractor" shall mean the successful offeror, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators, and assignees.

"Contract Price" shall mean the total maximum amount of compensation payable to the Contractor under the Contract Documents.

"Contract Time" shall mean the period of performance stated in the Agreement for the completion of the Work.

"Contract Work" shall mean any and all obligations, duties and responsibilities necessary for the successful completion of the project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

"FTA" shall mean the Federal Transit Administration.

"TDOT" shall mean the Tennessee Department of Transportation.

"Modification Agreement" shall mean written order to the Contractor signed by the City of Pigeon Forge authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price issued after execution of the Agreement.

"Notice" shall mean a written notice. Notice shall be served upon the Contractor either personally or by leaving said notice with his agent in charge of the Contract Work or addressed to the Contractor at the place of business given in the Contract and deposited in a postpaid wrapper in any post box regularly maintained by the United States Post Office.

"Notice of Award" shall mean the written notice given by the City of Pigeon Forge to the successful offeror.

"Notice to Proceed" shall mean written communication issued by the City of Pigeon Forge to the Contractor authorizing it to proceed with the work and establishing the date of commencement and completion of the work.

"Project" shall mean the entire improvement of which the Contract forms a part.

"Project Manager" shall mean the duly authorized representative of the Contractor during the contract period.

"Qualification Documents" means the Qualifications Statement submitted to the City of Pigeon Forge by the offeror.

"Subcontractor" shall mean any person, firm or corporation other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor, materials, services and/or equipment for the Project.

"USDOT" shall mean the United States Department of Transportation.

"Work" shall mean all of the services specified, indicated, shown or contemplated by the Contract Documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to ensure satisfactory deliver of the transportation services and/or the means or methods necessary for its implementation and prosecution which constitutes this Contract.

1.3 Submission Instructions

1.3.1 Quantity

The offeror shall submit five (5) bound copies of its qualifications statement. Any attachments or backup material (e.g., corporate promotional materials, etc.) will only require a single copy.

1.3.2 Due Date

In order to be considered, qualifications statements must be received at the offices of the **City of Pigeon Forge Fun Time Trolley by 4:00 PM EDT on Wednesday, Feb.26, 2014**. Failure of the U.S. Postal Service, or other delivery service, to deliver qualifications packages on time shall result in the proposal not being opened or considered. Proposals should be clearly marked in bold print "**A/E Qualifications Statement**" and delivered to:

(Regular postal mail delivery)

Scott Marine, Transit Director
City of Pigeon Forge
P.O. Box 1350
Pigeon Forge, TN 37868-1350
Phone: 865-453-6444
E-mail: smarine@cityofpigeonforge.com

(UPS, FedEx, or hand delivery)

Scott Marine, Transit Director
City Of Pigeon Forge. Fun Time Trolley
186 Old Mill Avenue
Pigeon Forge, TN 37863

1.3.3 Proprietary Information

Any information contained in the qualifications statement that the submitter considers proprietary must be clearly identified as such. The City of Pigeon Forge will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act and Tennessee laws.

1.3.4 Forms

Section 4.0 of this solicitation contains certain forms that are **mandatory** in the proposal process due to the financing of this phase of work with Federal funds. These forms must be executed and submitted in their exact format in order for the proposal to be considered responsive. Precise computer reproductions to expedite the proposal preparation process are acceptable.

1.3.5 Availability of Electronic Version of This Document

The Request for Proposal and all related forms contained herein are available electronically in Microsoft Word and Adobe Acrobat formats. Interested parties who desire an electronic copy of this document should contact Scott Marine at: smarine@cityofpigeonforge.com. Files will be sent via e-mail to the requesting party. The City of Pigeon Forge does not warrant the integrity or format accuracy of any file or document sent in this manner.

1.4 Questions Concerning the Project

1.4.1 Pre-Proposal Meeting

There will be no pre-qualifications meeting in conjunction with this qualifications submission. Prospective offerors will be provided an opportunity to submit questions and/or tour existing facilities.

1.4.2 Verbal and Written Questions

Prospective offerors are encouraged to submit questions regarding the project in writing in order to enhance their qualifications submission. Verbal questions may be accepted, but responses thereto will not be binding on The City of Pigeon Forge unless they are in writing. Written questions received no later than 4:00 P.M. on Thursday Feb. 06, 2014 will be answered in writing and distributed to all vendors on the RFQ distribution list. Questions should be addressed to Scott Marine, Transit Director, at the above address.

1.4.3 Inspection of Existing Facility

The City of Pigeon Forge will permit firms to tour and inspect the existing facility and site with prior appointment. Interested firms should call 865-453-6444 to schedule an appointment.

1.4.4 Interviews

The City of Pigeon Forge reserves the right to conduct interviews with one or more of the top ranked offerors as part of the selection process.

1.5 Selection Process

1.5.1 Qualifications Based Procurement (Brooks Act)

The City of Pigeon Forge will use qualifications-based competitive proposal procedures (e.g., Brooks Act procedures) in securing the services sought in this solicitation for A/E services as defined in 40 U.S.C. § 1102 and 49 U.S.C. § 5325(b).

In a qualifications-based competitive proposal procedure, the City of Pigeon Forge will:

- (1) Evaluate the offeror's qualifications;
- (2) At our option, interview short-listed firms to obtain additional information regarding the firm's qualifications;
- (3) Exclude price as an evaluation factor;
- (4) Negotiate with only the most qualified offeror; and
- (5) Failing agreement on price, negotiate with the next most qualified offeror, etc., until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the City of Pigeon Forge..

1.5.2 Evaluation Committee

Qualification statements will be accepted until the deadline specified. Following the deadline, qualification will be evaluated by a selection committee. The offeror or offerors whose qualifications are deemed superior and best suited to the City of Pigeon Forge facility project may be asked to make a formal presentation before the selection committee to assist in determination of the top-ranked offeror. Once the top-ranked offeror is determined, The City of Pigeon Forge will commence negotiation in order to make a contract award. If successful negotiations ensue, the proposed selection and draft contract will be submitted to the Pigeon Forge City Council for final approval.

1.5.3 Rejection of All Submittals

The City of Pigeon Forge reserves the right to withdraw this solicitation at any time.

1.5.4 Financial Responsibility of the Offeror

Any and all costs associated with qualifications preparation, travel to inspect/tour existing buildings and property, and attend presentation interviews (if held) shall be the sole responsibility of the offeror.

1.6 Qualifications Submission Requirements

At a minimum, each qualification submission should contain the following elements:

1.6.1 Organization of Design Team

1.6.1.1 Overview

Submitters shall identify all firms proposed for the design team, including the organizational and contractual relationship between the Architect of Record (local contracting entity) and all associate firms. Include an organizational chart depicting all firms, key staff and their roles proposed for the Project. Indicate in which office each staff member works. Briefly describe the scope of work to be assigned to each design firm or group, including key staff to be assigned. Detailed resumes and list of completed projects must be provided to key staff proposed.

1.6.1.2 Profile

Submitters should provide a profile of the primary design firm and all subcontractors indicating the following (if in-house, indicate number of employees in each of the following categories of service):

- Architect-of-Record (local contracting entity);
- Regional/National Architect specializing in transit/garage facilities;
- Mechanical Engineer;
- Electrical Engineer;
- Structural Engineer; and
- Other positions dedicated to the project.

For each firm, including subcontractors, indicate:

- Firm name and Address;
- Phone and Facsimile numbers;
- Key Executive to be assigned to this project and e-mail;
- Number of licensed professionals employed by the firm, discipline of professional expertise (*i.e.*, architecture, mechanical, electrical, civil, structural, etc.), states of registration;
- In-house service capabilities; and
- Location of all offices (and number of staff in each office).

1.6.1.3 Corporate History

Submitters should provide information on the firm, including:

- Year first organized and current organizational structure;
- Corporate officers, partners;
- Years providing professional design services;
- Number of projects completed within past 5 years (by year);
- Dollar value of projects completed within past 5 years (by year); and

- Confirmation of authority to do business in Tennessee.

1.6.1.4 Current Work

Submitters should provide a listing of projects for which the firm is under contract:

- Name , type, location of project;
- Current phase of project;
- Projected completion date;
- Project Owner contact information;
- Services remaining; and
- Dollar value of project.

1.6.1.5 Similar Work

Offerors shall provide a summary of five (5) most similar projects for which the firm was responsible. Each of the project summaries shall include the following:

- Description of facility, including size, functions housed, original project budget, actual project cost and year completed; costs to be categorized as follows:
 - Original Project Budget
 - Total Final Project Cost
 - Construction Costs
 - Design Fees
 - Other Professional Fees
 - Furniture, Furnishings, Equipment
 - Other Project Costs
- Associate firms involved and their assigned responsibilities.
- Description of services rendered by each design firm (principal and associate firms); Degree of involvement.
- Key principal and associate staff involved, along with their assigned responsibilities.
- Brief summary of client's program along with key design elements and how they were addressed by the designer.
- Indicate construction delivery method (single prime, multi-prime, construction manager, design/build);
- Provide name(s) of construction manager or prime general contractor.
- Project references including names, addresses, e-mail and phone numbers.

1.6.1.6 History of Liability Claims

Offerors shall provide the following information for principal and associate firms:

- Attach a list by case name, case number, location and listing all parties for all cases of dispute;
- Resolution, mediation, arbitration or litigation pending or resolved within the past ten (10) years wherein the firm or any staff member was involved; and
- Identify any contract for the firm's services that has been considered in default, suspended or terminated within the past ten (10) years; Include pertinent details.

1.6.2 Insurance Documentation

Offerors must demonstrate that the firm carries sufficient levels of coverage to undertake the proposed engagement. Confirmation of current general and professional liability insurance should be documented:

- Insurance provider(s);
- Limits of coverage;
- Errors and omissions coverage; and
- Self-insured or deductible amounts.

1.6.3 Staff Availability for this Assignment

Submitters shall identify current and ongoing work assignments for employees proposed to work on this project. This may be accomplished by providing a chart or table demonstrating employee availability to work on this project for period during the period January 2014 thru February 2015

1.6.4 Schedule

Offerors shall submit their proposed schedule for conducting all planning, design, and construction management services with their qualifications statement.

1.7 Submission of Supplemental Material

Offerors will be permitted to submit any additional information they consider relevant to the project scope of work. Such supplemental materials, if submitted, should be in addition to the qualifications, not contained in the proposal itself. Only one (1) copy of the supplemental material need be submitted. Submission of supplemental material will not change the proposal submission requirements in Section 1.6 of this RFQ.

1.8 Disadvantaged Business Enterprise (DBE)

The City of Pigeon Forge does not have any contract specific Disadvantaged Business Enterprise (DBE) goals established for this contract. The selected offeror shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The selected offeror shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the offeror to carry out these requirements shall be a material breach of the contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate.

1.9 Evaluation/Selection Criteria

In determining the firm most qualified to undertake this engagement, The City of Pigeon Forge will use the following criteria:

- (1) Specialized or appropriate expertise for this particular type of project.
- (2) Proposed design approach for projects of this type.
- (3) Past performance of the lead firm, any consultants, and their employees on similar projects.
- (4) Ability of the firm and design team to complete projects on-schedule and within the allocated budget for the project.
- (5) Adequate staff and proposed design team for the project.
- (6) Ability to prepare construction bid documents.
- (7) Recent experience with cost control and maintaining project schedules.
- (8) Current workload.
- (9) Proven ability of the consulting team to successfully administer the construction phase of publicly funded projects.

1.10 Contract

1.10.1 Award of Contract

The City of Pigeon Forge intends to award a contract following City Council and TDOT approval of the selection committee's recommendation on the top ranked firm and fee negotiation. A Notice-to-Proceed will be issued within one (1) week following receipt of necessary documentation, such as insurance certificates, etc., from the selected offeror.

1.10.2 Contract Type

The City of Pigeon Forge will enter into a firm fixed price, cost reimbursement type contract with the selected offeror. The contract will contain a maximum amount of "not to exceed" compensation. Reimbursements made under the contract will be based on actual costs incurred, supported with appropriate documentation.

1.10.3 Design Within Funding Limitations

Due to the nature of this project and grant funding, offerors should be advised that the contract will contain a "design within funding limitations" clause. The contractor shall accomplish the design services required under this contract so as to permit the award for the construction of the proposed facility at a price that does not exceed the estimated construction budget. When bids or proposals for the construction contract are received that exceed the estimated cost, the design firm shall analyze the reasons for the excessive prices and, if appropriate, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of the design contract. However, the contractor shall not be required to perform such additional services at no cost to the City of Pigeon Forge if the unfavorable bids are the result of conditions beyond its reasonable control.

The contractor will promptly advise the City of Pigeon Forge if it finds that the project being designed will exceed or is likely to exceed the funding limitations and that it is unable to design a usable facility within these limitations. Upon receipt of such information, The City of Pigeon Forge will review the Contractor's revised estimate of construction cost. The City of Pigeon Forge may, if it determines that the estimated construction budget set forth in this contract is so

low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope to reduce the scope of the project to an amount within the construction budget.

1.10.4 Duration of the Contract

The City of Pigeon Forge will determine the overall length of the contract based on the proposals. An initial contract covering Phase I activities will be executed, covering all planning, permitting, design, and construction document preparation. All offerors submitting a qualifications statement solicitation will be expected to negotiate an extension (amendment) to the contract to cover expenses, fees, and direct costs proposed for Phase II of the contract, covering construction management services.

1.11 Schedule

1.11.1 Procurement Schedule

Advertisement of Request for Qualifications	Jan.21, 2014
Deadline for the Submittal of Questions	Feb.06, 2014
Issuance of Addenda (if Necessary)	Feb.13, 2014
Qualifications Due	Feb.26, 2014
Evaluation and Interviews	Mar.06 & 07, 2014
Negotiation	Mar. 13, 2014
Governing Board Approval	Mar. 24, 2014
Notice-to-Proceed	Mar. 26, 2014

2 Background and Program Information

2.1 Project Description

A two story trolley center is proposed to be built on an undeveloped 8 acre parcel located south of Teaster Lane and west of Jake Thomas Boulevard in Pigeon Forge, Tennessee. The footprint will measure approximately 7,000 square feet, yielding a total of 14,000 square feet of building space. Employee parking, trolley loading areas, and entrance and exit driveways will require pavement of a significant portion of the site. In a previous project phase, fill material has been placed to accommodate the building and paved areas, and to bring the site up to the elevation of the surrounding parking lot constructed by the City of Pigeon Forge during an earlier stage of site development. Non-developed areas on either side of the proposed trolley center building have been filled to the elevation of the surrounding topography. This project will not require right of way acquisition as the City of Pigeon Forge already has possession of the proposed trolley center site. Upon completion of Pigeon Forge's new trolley center, existing operations will move from its present location at 186 Old Mill Avenue which has become a very congested area during most of the busy tourist season to the new transit center location.

2.2 Scope of Professional Services Desired

The City of Pigeon Forge requires turnkey services under the contract. The required elements of the scope of work are reflective of the tasks to be performed; they do not necessarily reflect the entire scope of services that must be provided by the selected vendor. Offerors, based on their experience, should elaborate in their technical proposal on other tasks and services that will be required by the City of Pigeon Forge to successfully complete the project.

This is a design-bid-build project.

2.2.1 Planning and Permitting Services

The City of Pigeon Forge is seeking a professional services firm that provides design as well as other technical services to support the City of Pigeon Forge's applications to various local and state agencies to obtain the necessary permits and approvals to undertake the transit facility project. The selected firm will serve as the City of Pigeon Forge's representative in any necessary presentations to support these applications. The selected consultant must be thoroughly familiar with local and state processes for obtaining such approvals.

2.2.1.1 Determine Scope of New Permit Authority and Prepare Applications

Based on the proposed facility program, the selected firm shall determine the scope of the necessary permits, amendments, and authorities to undertake the project. The selected firm shall prepare the necessary technical documentation to support the City of Pigeon Forge's application to the requisite local and state authorities.

All technical analyses necessary to support all applications must be provided by the design firm. The design firm shall serve as the City of Pigeon Forge's representative at any presentations necessary to support the applications.

Fees associated with any permit filings shall be the responsibility of the City of Pigeon Forge.

2.2.1.2 Additional Environmental Support to Federal Classification of the Project as a Categorical Exclusion

FTA's environmental review process has two primary objectives: (1) to fully disclose the probable environmental impacts resulting from a proposed project; and (2) to develop measures that will avoid or mitigate adverse environmental effects. Before FTA may approve a capital program grant, FTA must make a finding that either "no adverse environmental effect is likely to result from the project, or no feasible and prudent alternative to the effect exists and all reasonable steps have been taken to minimize the effect."

The City of Pigeon Forge received notification from the Tennessee Department of Transportation that the project has been determined to be a Categorical Exclusion. The letter from the Federal Transit Administration (FTA) has been scanned and copied on page number 32 of this RFQ. The selected firm will be required to conform with contingent elements of the Environment Review conducted by FTA, whether set by FTA directly or indirectly in attachments to their letter (e.g., conditions imposed on the project by the TDEC, etc.).

2.2.2 Design Services

The requested scope of services will require the successful firm to provide a wide range of design services on behalf of the City of Pigeon Forge. These services may include, but not necessarily be limited to the following areas/tasks:

2.2.2.1 Design Services

The selected firm may be called upon to provide the following project design services to successfully complete the project:

- Schematic Design
- Design Development
- Construction Documents
- Detailed Cost Estimating (each design phase)
- Public Presentations
- Energy & High Performance Design Analysis
- Life Cycle Cost and Value Analysis
- Materials Research
- Renderings & Public Presentation Materials

2.2.2.2 Procurement Services

The selected firm may be called upon to provide the following procurement services to successfully complete the project:

- Securing Regulatory Approvals and Permits
- Separate Bid Packages for Construction/Landscaping/Signage/Furniture

- Pre-Bid Conferences
- Evaluation of Bids
- County/State/DOT/Other Agency Approvals
- Prequalification Packages
- Analysis of Substitutions/Alternates
- Clarifications and Addenda

2.2.2.3 Construction Phase Services

The selected firm may be called upon to provide the following construction phase services to successfully complete the project:

- Construction Contract Administration
- Project Meetings
- Quality Assurance
- Contractor Submittal / Shop Drawing Reviews
- Participation in Building Systems Commissioning
- Contractor Pay Request Review and Evaluation
- Contractor Claim and Change Order Reviews

2.2.2.4 Project Close Out/Warranty

The selected firm may be called upon to provide the following project close-out services to successfully complete the project:

- Punch List Inspections
- Start-Up Assistance and Final Commissioning
- Record Drawings
- Final Regulatory Approvals
- Owner Training of Systems
- Warranty Claim Review and Inspections

This scope of responsibilities is meant to be illustrative and may not necessarily reflect an all inclusive list of responsibilities and services that will be required by the City of Pigeon Forge.

Offerors should, based on their experience, define the scope of services required by the City of Pigeon Forge and explain their qualifications to provide such services in their qualification statements.

In order to avoid organizational conflicts of interest in the procurement of professional services under this project, any firm submitting qualifications in response to this solicitation will be prohibited from partnering with any firm submitting a construction bid.

3 General Terms and Conditions

3.1 Addenda

All changes in connection with this Request for Qualifications will be issued in the form of a written addendum and sent to all known Respondents not less than five (5) days prior to the proposal due date. Signed acknowledgement of receipt of each addendum must be submitted with each proposal. Oral instructions clarifications, and additional information supplied by City of Pigeon Forge representatives are not binding.

3.2 Late Submission/Modifications or Withdrawals

Proposals received after the deadline designated in this proposal document shall not be considered and shall be returned unopened. Proposals may be withdrawn or modified prior to the proposal opening. All such transactions must be submitted in writing and received prior to the proposal opening.

3.3 Safety

All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

3.4 Disclaimer of Liability

The City of Pigeon Forge will not hold harmless or indemnify any Contractor for any liability whatsoever.

3.5 Hold Harmless

The Contractor agrees to protect, defend, indemnify and hold the City of Pigeon Forge, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, suites, causes of action, and judgments of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance thereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto (including attorney fees and court costs), even if such claim is groundless, false or fraudulent.

3.6 Governing Law

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Tennessee.

3.7 Conditional Proposals

Conditional proposals are subject to rejection in whole or in part.

3.8 Termination of Contract

The City of Pigeon Forge may terminate this contract in whole or in part, for the City of Pigeon Forge's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

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

3.9 Subletting of Contract

Any contract derived from this RFQ shall not be sublet except with the written consent of the participating agency. No such consent shall be construed as making the City of Pigeon Forge a party to such subcontract, or subjecting the City of Pigeon Forge to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract, and all transactions must be approved by the participating agency.

3.10 Assignment /Transfer of Interests

There shall be no assignment/transfer of interests or delegation of the Contractor's rights, duties, or responsibilities under the contract derived from this RFP without the prior written approval of the City of Pigeon Forge.

3.11 Licenses, Permits, and Taxes

The successful Contractor shall be appropriately licensed for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the Contractor. The Contractor is liable for any and all taxes due as a result of the contract.

3.12 Responsible Firms

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

3.13 Protest Procedure

Any dispute/protest resulting from this procurement or the process leading up to the selection of a successful vendor(s) shall be brought to the attention of Scott Marine, Transit Director, City of Pigeon Forge, in writing not more than ten (10) days after the Notice of Award of said contract. The Transit Director will respond in writing to the complaint, if necessary.

Formal protests related to this solicitation will only be accepted from prospective offeror or offerors whose direct economic interest would be affected by the award of a contract or failure to award a contract. A written protest must be submitted to the Transit Director within ten (10) calendar days after a prospective offeror knows or should have known of the facts giving rise to the complaint. A protest must be submitted in writing prior to the submission of qualifications or the closing date, unless the prospective offeror did not know and should not have known of the facts giving rise to the complaint prior to the closing date for qualification submittals. A protest with respect to an award or manner of the evaluation process shall be submitted within ten (10) calendar days after the opening of bids or the closing date of qualification submittals.

As a Federally funded procurement, the provisions of FTA Circular 4220.1F, Chapter VII, apply. Protests to the Federal Transit Administration will be in regards to the alleged failure of the City of Pigeon Forge to have written protest procedures or alleged failure to follow such procedures. The City of Pigeon Forge must receive a concurrent notice, indicating the nature of the protest. Protestors shall file a protest with FTA not later than five (5) days after a final decision is rendered under City of Pigeon Forge protest procedure. In instances where the protestor alleges that the grantee failed to make a final determination on the protest, protesters shall file a protest with the FTA not later than five (5) days after the protester knows or should have known of the grantee's failure to render a final determination on the protest.

3.14 No Federal Government Obligations to Third Parties

In connection with the project, the Contractor agrees that, absent the Federal Government or the City of Pigeon Forge's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, lessee, third party contractor, or other participant at any tier of the project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the primary recipient, including any subrecipient, lessee, third

party contractor, or other participant at any tier of the project.

3.15 False Statements or Claims/Civil and Criminal Fraud

The Contractor acknowledges and agrees that:

3.15.1 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 contract agreement 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 or the primary recipient (Tennessee Department of Transportation), 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.

3.15.2 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.

3.15.3 Inclusion in Lower Tier Contracts

The Contractor agrees to include the above two clauses in each subcontract financed under this project. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

These requirements flow down to Contractors and subcontractors who make, present, or submit covered claims and statements.

3.16 Access to Contract Records

The Contractor agrees to require, and assures that its subcontractors will require, 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 as required by 49 U.S.C. § 5325(g). The Recipient further agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper project management as determined by FTA.

The Contractor shall maintain, for a minimum of five (5) years after the completion of the Agreement (which shall occur after the completion of settlement of audit findings), all books, records, and supporting documents to verify the amounts, receipts, disbursements, recipients, and uses of all funds passing in conjunction with the Agreement.

3.16.1 Records Available for Review

The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Auditor General or the Tennessee Department of Transportation (hereinafter "Auditing Parties"); and the Contractor agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials.

3.16.2 Presumption Upon Failure to Maintain

Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the City of Pigeon Forge under the Contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

3.17 Changes to Federal Requirements

The Contractor shall at all times comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Federal Transit Administration Master Agreement, FTA MA (19), dated October 1, 2012, between the Tennessee Department of Transportation District and the Federal Transit Administration, as they may be amended or promulgated from time to time during the term of any contract resulting from these bidding documents. The Contractor's failure to so comply shall constitute a material breach of the contract.

3.18 Civil Rights

In compliance with, 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 *et seq.*, the following requirements apply to the underlying contract:

3.18.1 Nondiscrimination

The Contractor agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant 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 Recipient agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," and any other applicable Federal directives that may be issued.

3.18.2 Equal Employment Opportunity

The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant 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 et seq., and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Contractor also agrees to follow all applicable Federal EEO directives that may be issued.

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.

3.18.3 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 in the administration of programs or activities receiving Federal financial assistance; (2) the Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

3.18.4 Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3.18.5 Inclusion in Lower Tier Subcontracts

The Contractor also agrees to include the requirements of Sections 3.18.1 through 3.18.4 in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration, modified only if necessary to identify the affected parties.

3.19 Disadvantaged Business Enterprise (DBE)

The Contractor agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs)

in the project and assures that each third party contractor, lessee, or other participant at any tier of the project will facilitate participation by DBEs in the project to the extent applicable as follows:

3.19.1 Compliance

The Contractor agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

3.19.2 Nondiscrimination

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, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall 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, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT.

3.19.3 Inclusion in Lower Tier Subcontracts

The Contractor also agrees to include the requirements of Sections 3.19.1 through 3.19.2 in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration, modified only if necessary to identify the affected parties.

3.20 Access for Individuals with Disabilities

The City of Pigeon Forge must comply with 49 U.S.C. § 5301(d), 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 shall ensure that all design of facilities meet the applicable regulations outlined below.

The Contractor hereby 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, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- 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;

- U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101 19;
- U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- 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; and
- U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

3.21 Debarment and Suspension

The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, or other participant at any tier of the project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Contractor agrees to, and assures that its, lessees, third party contractors, and other participants at any tier of the project will, review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any lease, third party contract, or other arrangement in connection with the project.

3.22 Clean Air

3.22.1 Compliance and Reporting

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the City of Pigeon Forge and understands and agrees that the City of Pigeon Forge will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

3.22.2 Inclusion in Lower Tier Contracts

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

3.23 Clean Water

3.23.1 Compliance and Reporting

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

3.23.2 Inclusion in Lower Tier Contracts

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

3.24 Seismic Safety

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

3.25 Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et. seq.).

3.26 Lobbying

The Offeror certifies by responding to this Request of Qualifications that:

- In compliance with 31 U.S.C. § 1352(a), no Federal appropriated funds have been paid or will be paid, by or on behalf of the Offeror, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- The Offeror will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities designed to influence Congress or a State

legislature with respect to legislation or appropriations, except through proper, official channels; and

- The Offeror will comply, and will assure the compliance of each lessee, third party contractor, or other participant at any tier of the project with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, as amended.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Proposer or its subcontractors shall complete and submit Standard Form LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Offeror shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and shall certify and disclose accordingly.

3.27 Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of the contract or to any benefit arising there from.

3.28 Prohibited Interest

No member, or officer, or employee of the City of Pigeon Forge, any participating transit system in this procurement, or a local public body that serves as the primary subrecipient of FTA funds from the Tennessee Department of Transportation with financial interest, control, or participation in this project during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

3.29 Prompt Payment to Subcontractors

The Contractor is required to pay all subcontractors for all work that the subcontractor has satisfactorily completed, no later than thirty (30) calendar days after the Contractor has received payment from the City of Pigeon Forge.

In addition, all Retainage amounts must be paid by the Contractor to the subcontractor no later than thirty (30) calendar days after the subcontractor has satisfactorily completed its portion of the work.

A delay in or postponement of payment to the subcontractor requires good cause and prior written approval of the Contracting Officer.

The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

The City of Pigeon Forge will not pay the Contractor for work performed unless and until the Contractor ensures that the subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements.

Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, the Contractor's failure to promptly pay its subcontractors is subject to the provisions of 50 ILCS 505/9.

The Contractor shall, within thirty (30) calendar days of contract award, or prior to any work being performed, execute formal subcontracts or purchase orders with the Disadvantaged Business Enterprises firms included in the proposal. These written agreements shall be made available to the City of Pigeon Forge Contracting Officer, upon request. All contracts between the Contractor and its subcontractors must contain a prompt payment clause as set forth herein.

3.30 Publication, Reproduction, and Use of Material

No custom material produced in whole or in part under the contract shall be subject to copyright or patent in the United States or in any country. The participating agencies, TDOT, and the Federal Transit Administration (FTA) shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom materials prepared under the contract.

3.31 Independent Price Determination

The Proposer certifies by submission of a response to this RFP (proposal) that it has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person to refrain from proposing, and further, that it has not in any manner, directly or indirectly sought by agreement, collusion, communication, or conference, with that of any person, to fix the proposal amount herein or that of any other Proposer, or to fix the proposal amount herein or cost element of said proposal amount, or that of any other proposer, or to secure any advantage against the City of Pigeon Forge or any person interested in the proposed contract.

4 Forms and Certifications

4.1 Required Forms

4.1.1 Certification of Receipt of Addenda to the Request for Proposal

All persons or firms submitting a proposal in response to this RFQ must certify receipt of any addenda issued by Advance Transit under this solicitation.

4.1.2 Required Certifications

Forms for each required certification are contained in this Request for Qualifications and are required for a proposal to be considered responsive to these specifications.

4.1.2.1 Affidavit of Non-Collusion

4.1.2.2 Disadvantaged Business Enterprise (DBE) Certification – Non Vehicle Purchases

4.1.2.3 Debarment Certification – Primary Participant (Offeror)

4.1.2.4 Debarment Certification – Lower Tier Participant (Subcontractors)

4.1.2.5 Restrictions on Lobbying Certification

4.1.3 Qualification Forms

Offerors should submit a completed Federal Form 330 with this submission.

4.1.1 Certification of Receipt of Addenda to the Request for Qualifications

Failure to submit this form in a properly executed manner will result in the qualifications submission being found non-responsive and rejected. This certification required for all procurements.

Acknowledgement of Receipt of Addenda

The undersigned hereby acknowledges receipt of the following addenda to the above referenced RFQ:

Addendum Number: _____, dated: _____

Addendum Number: _____, dated: _____

Addendum Number: _____, dated: _____

Name of Individual, Partnership or Corporation:

Address:

Name of Authorized Person:

Signature:

Title of Authorized Person:

Date:

Failure to submit this form in a properly executed manner will result in the offeror's qualification statement being found non-responsive and rejected. This certification required for all procurements.

4.1.2.1 Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the offeror (if the offeror is an individual), a partner in the offeror (if the offeror is a partnership), or an officer or employee of the offeror having corporation authority to sign on its behalf (if the offeror is a corporation);
- (2) That the attached bid or bids have been arrived at by the offeror independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition;
- (3) That the contents of the bid or bids have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids, and;
- (4) That I am not on the Comptroller General's List of Ineligible Contractors.
- (5) That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed:

Firm:

Subscribed and sworn to before me

This _____ day of _____ 20 _____

Notary Public

My Commission Expires _____ 20 _____

Offeror's Federal Employer Identification No.. _____
(As used on employer's quarterly Federal Tax Return)

4.1.2.2 Disadvantaged Business Enterprise (DBE) Certification

The Offeror hereby agrees that it will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts.

Failure by the offeror to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Signature: _____ Date: _____

Title: _____

Firm: _____

Failure to submit this form in a properly executed manner will result in the qualifications statement being found non-responsive and rejected. This certification required for all procurements except for those in which motor vehicles are being purchased.

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

The Primary Participant, _____ (major third part Offeror), certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. 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; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

(If the Primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

The primary participant, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under state and local law to comply with the subject assurances and the certification above has been legally made.

Signature of the Contractor's Attorney

Date

4.1.2.4. CERTIFICATION OF LOWER TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBLE AND VOLUNTARY EXCLUSION

The Lower Tier Participant (potential third party Offeror, or potential subcontractor under a major third party contract), _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

The lower tier participant, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. sections 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under state and local law to comply with the subject assurances and the certification above has been legally made.

Signature of Contractor's Attorney

Date

4.1.2.5 Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Date: _____

Title: _____

Firm: _____



U.S. Department
of Transportation
**Federal Transit
Administration**

REGION IV
Alabama, Florida, Georgia,
Kentucky, Mississippi,
North Carolina, Puerto
Rico, South Carolina,
Tennessee, Virgin Islands

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404-865-5600
404-865-5605 (fax)

April 19, 2011

Sherri Carroll, Director of Operations
Division of Multimodal Transportation Resources
Tennessee Department of Transportation (TDOT)
James K. Polk Bldg., Suite 1800
505 Deadrick Street
Nashville, Tennessee 37243

RE: Pigeon Forge Trolley Center

Dear Ms. Carroll:

The Federal Transit Administration (FTA) has received and reviewed the Categorical Exclusion (CE) request and documentation submitted by the Tennessee Department of Transportation on April 15, 2011 (and previously) on behalf of the City of Pigeon Forge for the construction of the Pigeon Forge Trolley Center in Pigeon Forge, Tennessee.

Based on our review of the material submitted, the project qualifies as a CE pursuant to 23 C.F.R. Section 771.117(d)(8). This CE finding covers the construction of the Pigeon Forge Trolley Center in Pigeon Forge, Tennessee.

Please be aware that at any time, if there are changes to the Project, you must notify FTA in writing. FTA will determine whether or not any additional environmental review will be required. This CE approval, dated April 19, 2011, expires in three (3) years on April 19, 2014, in accordance with submitted documentation.

Please scan and pin this signed CE concurrence letter from FTA, the CE document, and supporting documentation to the TEAM grant when it is developed for the above facility. If we can be of further assistance, please contact Valencia Williams of my staff at 404-865-5634.

Sincerely,

Yvette G. Taylor, Ph.D.
Regional Administrator

