

NOTICE TO PROFESSIONAL CONSULTANTS

Professional Planning, Management or Research Organizations

Tampa Bay Area Regional Transportation Authority (TBARTA)

Request for Proposal 2017-04

**MPO REGIONAL COORDINATION STRUCTURE RESEARCH
AND BEST PRACTICES FOR THE TAMPA BAY REGION**

The Tampa Bay Area Regional Transportation Authority (TBARTA) requests the submission of sealed proposals for the **MPO REGIONAL COORDINATION STRUCTURE RESEARCH AND BEST PRACTICES FOR THE TAMPA BAY REGION** to TBARTA at **4350 West Cypress Street, Suite 700, Tampa, Florida 33607**, by **5:00 PM LOCAL TIME on May 22, 2017**. Requests for proposals received after the time and date specified above shall be considered late proposals, shall not be opened or considered, and will be returned to the Proposer.

Note: A pre-proposal conference will be held at 10:00 AM local time on May 8, 2017, at the TBARTA office, 4350 West Cypress Street, Suite 700, Tampa, Florida 33607. Proposers will be able to join the conference by calling 1-866-212-0875, participant code 449328#. Proposers may submit written questions concerning this RFP by **1:00 PM local time on May 12, 2017. TBARTA will respond on or before **May 17, 2017**, to written questions that have been timely received. Questions may be sent through the U.S. mail, overnight mail or by email to Susan.Ebner@TBARTA.com. Proposers have the burden of assuring receipt by TBARTA on or before the above dates and times. TBARTA shall not be responsible for postal delays, transmission errors or other circumstances beyond its control. Written questions received after the above date shall be returned unanswered by the delivery method used. TBARTA shall not respond to oral questions regarding this RFP but may provide minor clarifications during the optional pre-proposal conference. Susan Ebner will be the only contact for questions related to the proposal.**

If TBARTA, in its sole discretion, determines that any question raises an issue which requires a major clarification or change in the RFP, TBARTA shall prepare an addendum to this RFP and send it to all participants in the optional pre-proposal conference.

Except as provided above, no communication shall be made with TBARTA, their directors, agents, or employees concerning this RFP. Any such communication shall automatically disqualify the Proposer making such communication.

All proposals must conform to the specifications, special conditions and contract requirements included herein.

Dated this April 24, 2017

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Table of Contents

PART 1- OFFER	6
PART 2 – ABOUT TBARTA	7
PART 3 –SOLICITATION/CONTRACTUAL PROVISIONS/PROTEST PROCEDURE	8
1. SOLICITATION	8
1.1 Scope of Work	8
1.2 Contract Documents	8
1.3 Definitions	8
1.4 Proposal Requirements	10
1.5 Licenses and Taxes	10
1.6 Effective Period	10
1.7 Contract Amount	10
1.8 Method of Payment	10
1.9 Basis of Award	10
1.10 Affirmations and Declarations	13
1.11 Multiple Proposals	13
1.12 Other Consideration	14
1.13 Proposal Preparation	14
1.14 RFP Postponement and Amendment	14
1.15 Receipt of Proposals	14
1.16 Proposal Evaluation	14
1.17 Evaluation Criteria	16
1.18 Proposal Rejection	16
1.19 Proposal Withdrawal	17
1.20 Submission of Written Questions, Requests for Changes	17
1.22 Award Procedure	17
1.23 Amendments	17
1.24 Project Schedule	17
2. CONTRACTUAL PROVISIONS	18
2.1 Sub-consultant Changes	18
2.2 Interest of Members of, or Delegates to, Congress	19
2.3 Certification of Contracts, Grants, Loans and Cooperative Agreements	19
2.4 Prohibited Interests	20
2.5 Disadvantaged Business Enterprise	20
2.6 DBE Directory of Consultants	22
2.7 Access Requirements for Individuals with Disabilities	23
2.8 Liabilities Against TBARTA	23
2.9 Patent Rights	23
2.10 Rights in Data and Copyrights	24
2.11 Omission	25
2.12 Priority	25
2.13 Written Change Orders	25
2.14 Audit and Inspection of Proposals	26

2.15 Termination for Default	26
2.16 Termination for Convenience	27
2.17 Voluntary Mediation	27
2.18 Communications	27
2.19 Applicable Law and Venue	27
2.20 One Proposal Situation	28
2.21 Next Most Qualified Proposer	28
2.22 Insurance	28
2.23 Amounts and Types of Insurance	31
2.24 Policy Cancellation and Renewal	31
2.25 Program Fraud and False or Fraudulent Statement of Related Acts	31
2.26 No Obligation by the Federal Government	32
2.27 Incorporation of Federal Transit Administration (FTA) Terms	32
2.28 Cost Incurred in Responding	32
2.29 Public Entity Crimes	32
3. PROTEST PROCEDURE	33
PART 4 – PROFESSIONAL/TECHNICAL SPECIFICATIONS	34
4.1 Terms of Agreement	34
4.2 Scope of Work	34
4.2.1 Overall Project Purpose	34
4.2.2 Services to be Performed	36
4.2.3 Project Steps	37
4.2.3.10 Products Provided	42
4.2.3.11 Duration of Services	42
4.2.3.12 Services to be Provided by TBARTA	42
4.3 Performance History	42
4.4 Litigation	42
4.5 Service References	42
4.6 Financial Statements	42
4.7 Proposal Content and Format	43
4.8 Evaluation Procedures	45
4.8.1 Responsiveness Determination	45
4.8.2 Proposal Review Committee	45
4.8.3 Review of Proposals	45
4.8.4 Clarification/Discussions	45
4.8.5 Final Selection	45
PART 5 – PROPOSAL AWARD	46
PART 6 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION	47
PART 7 – EQUAL EMPLOYMENT OPPORTUNITY STATEMENT OF CERTIFICATION	50
PART 8 – PROPOSER’S STATEMENT ON SUB-CONSULTANTS	51
APPENDIX A – REQUEST FOR CHANGE/CLARIFICATION FORM	53
APPENDIX B – PROPOSERS CERTIFICATION	54

APPENDIX C – CERTIFICATION OF RESTRICTIONS ON LOBBYING	.....	55
APPENDIX D – CERTIFICATION OF PRIMARY RECIPIENT	.....	59
APPENDIX E – INSURANCE CERTIFICATE INSTRUCTIONS	.....	60
APPENDIX F – PERFORMANCE HISTORY	.....	61
APPENDIX G – LITIGATION	.....	62
APPENDIX H – SERVICE REFERENCE	.....	63
APPENDIX I – FINANCIAL STATEMENTS	.....	64
APPENDIX J – CONFLICT OF INTEREST	.....	65

PART 1- OFFER

By execution below, Proposer hereby offers to furnish item(s) and/or service(s) as described herein:

PROPOSER NAME

STREET ADDRESS

CITY, STATE, ZIP

SIGNATURE OF AUTHORIZED SIGNEE

TITLE

BUSINESS PHONE

FAX

EMAIL

PART 2 – ABOUT TBARTA

Created in 2007 pursuant to Chapter 343, Part IV, Florida Statutes, TBARTA is an Independent Special District of the state of Florida and subject to the provisions of Chapter 189, Florida Statutes (Uniform Special District Accountability of 1989). Compliance with governance of TBARTA is being assessed primarily in accordance with Chapters 343 and 189, Florida Statutes, although it will include other applicable statutes. As an agency of the state, TBARTA is not subject to taxation.

The Tampa Bay Area Regional Transportation Authority was created by the Florida Legislature in 2007 to plan, develop, finance, construct, own, purchase, operate, maintain, relocate, equip, repair, and manage multimodal systems in Citrus, Hernando, Hillsborough, Manatee, Pasco, Pinellas, and Sarasota Counties. The Bay Area Commuter Services, Inc. (BACS), which provided commuter vanpooling for the region in previous years, merged with TBARTA on April 30, 2010, incorporating all commuter services, including commuter vanpooling programs, within the combined Authority.

In 2016, regional transportation planning was consolidated with the merger of the West Central Florida MPO Chairs Coordinating Committee (CCC) into TBARTA. Since that time, the CCC and TBARTA have fully integrated their planning programs for the region, and the CCC is now known as the TBARTA MPOs Chairs Coordinating Committee, or the TBARTA MPOs CCC. Under the merger, the TBARTA MPOs CCC Board, MPO Staff Directors Committee, Regional Multi-Use Trails Committee, and Transportation Regional Incentive Program (TRIP) Working Group have become an integral part of TBARTA and the region's transportation planning efforts.

PART 3 –SOLICITATION/CONTRACTUAL PROVISIONS/PROTEST PROCEDURE

1. SOLICITATION

1.1 Scope of Work

The contract awarded hereunder shall be for the completion of the **MPO REGIONAL COORDINATION STRUCTURE RESEARCH AND BEST PRACTICES FOR THE TAMPA BAY REGION REPORT**, meeting the minimum specifications provided in Part IV. The consultant will be expected to appear at public meetings, provide information, and respond to questions concerning the Report through to completion of the project.

1.2 Contract Documents

Any contract resulting from this solicitation shall include the Request for Proposals, any addenda hereto, and the Proposal submitted by the top-ranked Proposer.

1.3 Definitions

The following are definitions of the special terms used in this solicitation.

ADA - Americans with Disabilities Act

Authorized Signee - The person who executes the contract awarded because of this RFP and who is authorized to bind the Proposer.

Tampa Bay Area Regional Transportation Authority (TBARTA) - The Tampa Bay Area Regional Transportation Authority was created as an agency of the state on July 1, 2007 to plan, develop, finance, construct, own, purchase, operate, maintain, relocate, equip, repair, and manage multimodal systems in Citrus, Hernando, Hillsborough, Manatee, Pasco, Pinellas, and Sarasota Counties. The Bay Area Commuter Services, Inc. (BACS), which provided commuter vanpooling for the region in previous years, merged with TBARTA on April 30, 2010, incorporating all commuter services, including commuter vanpooling programs, within the combined Authority. The Authority's purpose is to improve mobility and expand multimodal transportation options for passengers and freight throughout the seven-county region.

Contracting Officer - The person who is executing the contract awarded because of this RFP on behalf of TBARTA.

Consultant - The Proposer that is awarded a contract for providing the item(s) and/or service(s) described herein.

DBE - Disadvantaged Business Enterprise

DOJ – U.S. Department of Justice

DOT - U.S. Department of Transportation

EEOC - Equal Employment Opportunity Commission

Equal - A product or service recommended to TBARTA, which the Proposer represents and believes to meet all the essential requirements of the product or service detailed within the specifications. While this product or service may not meet every exact detail outlined within the specification, the Proposer represents and believes that it meets all the essential criteria and the performance would be equal to that specified.

FCC - Federal Communications Commission

FDOT - Florida Department of Transportation

FTA - Federal Transit Administration

MPO – Metropolitan Planning Organization

Offer – The binding, irrevocable Proposal submitted in response to this RFP.

Purchasing Agent - The person in the Procurement/Purchasing Department designated to liaison with the Proposers.

TMA – Transportation Management Area, organized in the region as the Tampa Bay TMA Leadership Group consisting of representatives from the MPOs of Hillsborough, Pasco and Pinellas Counties, along with non-voting advisors from TBARTA and FDOT. The TMA Leadership group serves in an advisory role to each of the three MPOs, which have final approval of TMA work products. Leadership members are responsible for conveying concerns of their respective MPOs to the TMA group, and for conveying TMA group discussion and recommendations back to the MPOs.

Region - Hillsborough, Pinellas, Pasco, Hernando, Citrus, Manatee and Sarasota counties.

Supplier - Any manufacturer, company or agency providing units or components or subassemblies for inclusion in the item(s) and/or service(s) described herein.

1.4 Licenses and Taxes

The Proposer shall procure all licenses, permits, or certificates required for the performance of the Work prior to entering into a contract with TBARTA.

1.5 Effective Period

Proposals shall be binding and irrevocable for 120 days from May 8, 2017. If awarded the contract under this RFP, the Proposer agrees that all terms and conditions of its Proposal shall be firm, binding and irrevocable for the duration of the contract entered into because of this RFP.

1.6 Contract Amount

The Contract Amount will be finalized upon approval of the contract, and will not exceed \$230,000 for the scope of work identified in Section 4.2.

1.7 Method of Payment

Accurate and detailed records of expenses shall be maintained by the Proposer. TBARTA shall remit payment in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. TBARTA reserves the right to provide payment on a monthly or quarterly basis.

1.8 Basis of Award

Award of the contract under this RFP shall be made to the most qualified, responsive and responsible Proposer, based upon evaluation criteria stated within this RFP and all requirements contained herein.

1.9 Affirmations and Declarations

By submitting an offer, the Proposer affirms and declares that:

1. The Proposer has a proven ability to complete the technical, coordination and outreach efforts associated with the conduct of the MPO Regional Coordination Structure Research and Best Practices for the Tampa Bay Region, accounting procedures and contract administration.
2. The Proposer has experience in transportation planning in the public sector, including the ability to coordinate with appropriate partners and stakeholders, produce documentation, mapping, and conduct public outreach activities.
3. The Proposer has experience in conducting research and examining case studies.
4. Those individuals who will be directly involved in the conduct of the MPO Regional Coordination Structure Research and Best Practices for the Tampa Bay Region shall have substantial experience in one or more of the following fields, including but not limited to: regional transportation planning, stakeholder coordination and public outreach. Resumes on key personnel shall be required to be submitted with the Proposal. Additionally, those individuals directly involved in the MPO Regional Coordination Structure Research and Best

Practices for the Tampa Bay Region shall have a demonstrated knowledge of the region; organization of entities having responsibilities for the planning, financing and delivery of transportation facilities and services; local, state and federal requirements for metropolitan transportation planning; the political and economic structure of the Tampa Bay region and West Central Florida area and its relationship to surrounding areas; transportation needs of the region and methods of financing these needs; and a detailed knowledge of the relationship between transportation, land use, and economic development.

5. The Proposer has the capability to assure performance of Work within the time specified under this contract.
6. The Proposer has the capability of providing personnel to satisfy any technical issues that may arise during the term of the contract.
7. The Proposer has the necessary facilities and financial resources to complete the contract in a satisfactory manner and within the required time.
8. No other person, firm or corporation has any interest in the Proposal or the contract proposed to be entered.
9. The Proposer has not divulged to, discussed or compared its Proposal with other Proposers and has not colluded with any Proposer or parties to a Proposal whatsoever. (NOTE: No premiums, rebates, or gratuities permitted either with, prior to, or after performance of the Work. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the offending Proposer from PROPOSER LIST(S).
10. The Proposer utilizes the U.S. Department of Homeland's Security E-Verify system to verify the employment eligibility of all new employees hired by the firm during the term of the agreement; and expressly requires any subcontractors performing work or providing services pursuant to the agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the agreement term.
11. The Proposer and its sub-consultants are not in arrears to TBARTA upon debt or contract and are not a defaulter, as surety or otherwise, upon any obligation to TBARTA.
12. The Proposer is not on the Comptroller General's list of ineligible Proposers.
13. If awarded the contract hereunder, the Proposer agrees it shall post a notice in a conspicuous place within the work site stating the Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, creed, age, disability or national origin.

14. Clean Air

- a The Proposer 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 Proposer agrees to report each violation to TBARTA and understands and agrees that TBARTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b The Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. Clean Water

- a The Proposer 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 Proposer agrees to report each violation to TBARTA and understands and agrees that TBARTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b The Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16. IF AWARDED THE CONTRACT HEREUNDER, THE PROPOSER AGREES IT WILL COMPLY WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT AS OUTLINED IN THIS SECTION.

(1) OVERTIME REQUIREMENTS

The Proposer or sub-consultant contracting for any part of the contract work shall not require or involve the employment of laborers or mechanics or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work more than forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

(2) VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES

In the event of any violation of the clause set forth in sub-paragraph (1) of this section the Proposer and any sub consultant responsible therefore shall be liable for the unpaid wages. In addition, such Proposer and sub consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES

TBARTA shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Proposer or sub consultant under any such contract or any other Federal contract with the same prime Proposer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Proposer, such sums as may be determined to be necessary to satisfy any liabilities of such Proposer or sub consultant for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this section.

(4) SUBCONTRACTS

The prime Proposer shall insert in any subcontracts the clauses set forth in this section. The prime Proposer shall be responsible for compliance by any sub consultant with the clauses set forth in this section.

17. If awarded the contract, the Proposer agrees to comply with Public Records Law per Chapter 119 of Florida Statutes

1.10 Multiple Proposals

Proposals may be rejected if more than one proposal is received from an individual, firm partnership, or corporation, or combination thereof, under the same or different names. Such duplicate interest may cause the rejection of all Proposals in which such Proposer has participated.

1.11 Other Consideration

Other conditions which may cause rejection of Proposals by TBARTA in its sole discretion include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, or failure to perform or meet financial obligations on previous contracts, or inclusion of the Proposer on the United States Comptroller General's List of Ineligible Proposers for Federally Financed or Assisted Projects.

1.12 Proposal Preparation

The original and 5 copies, and the CD of Proposal documents in PDF format shall be enclosed in a sealed package with the name and address of the Proposer clearly stated. The outside of the envelope shall state "**Sealed Proposal for the MPO Regional Coordination Structure Research and Best Practices for the Tampa Bay Region**" for receipt by **5:00 PM LOCAL TIME, May 22, 2017**. All blank spaces in the Proposal/Offer must be filled in and no changes shall be made in the wording. The Proposal shall be limited to a page size of eight and one-half by eleven inches (8 1/2" x 11"), single-spaced, and no more than 15 pages, excluding the transmittal letter, cover page, resumes, organizational chart and mandatory forms provided as part of this request for proposals. Foldout pages may be used where appropriate but should be minimized. Text type size shall not be less than 12-point font. The Proposal will be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion.

It is recognized that existing financial reports, documents or brochures such as those that delineate the Proposer's general capabilities and experience may not comply with the prescribed format. It is not the intent to reformat these documents and they will be acceptable in their existing form provided that, in the sole judgment of TBARTA, they contain the same or equivalent information as described herein.

As consideration for the Proposal being considered by TBARTA in the award of the contract hereunder, the Proposer agrees that (1) its Proposal shall be on such forms as TBARTA provides and shall be sealed; and (2) any withdrawal or modification of its Proposal shall only be on the same form(s) and submitted in the same manner as the original Proposal was submitted prior to the date on which the Proposals are to be opened. Any withdrawal of the original Proposal shall be accomplished by submission of the same form as the original Proposal with the word "withdrawal" placed thereon. All the withdrawals and modifications shall be sealed.

1.13 RFP Postponement and Amendment

TBARTA reserves the right to revise or amend the specifications up to the time set for receipt of the Proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP. Copies of such amendments shall be furnished to all prospective Proposers. Proposal opening shall be at least five (5) working days after the last amendment and the amendments shall include an announcement of the new date, if applicable, for opening Proposals.

1.14 Receipt of Proposals

Proposals shall be received until **May 22, 2017**.

1.15 Proposal Evaluation

Proposals submitted will initially be reviewed for determination by the Proposal Review Committee, and whether they meet with Mandatory Elements of this RFP (Section 1.17A).

Those Proposals determined to be responsive shall be submitted for evaluation of the Professional/Technical Qualifications (Section 1.17B) to the PROPOSAL REVIEW COMMITTEE consisting of one (1) TBARTA representative; one (1) Florida Department of Transportation (FDOT) District 7 representative; three (3) TBARTA MPO Chairs Coordinating Committee representatives, made up of one (1) Staff Director each from the Pasco, Pinellas and Hillsborough County MPOs, and; one (1) representative of the Tampa Bay Regional Planning Council. Proposal Review Committee members will be identified after the proposal submission deadline.

During the evaluation process, the PROPOSAL REVIEW COMMITTEE may, where it serves TBARTA's best interest, request clarification from Proposers, for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in a Proposal.

TBARTA reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected. Submission of a Proposal indicates acceptance by Proposer of the conditions contained in the RFP.

1.16 Evaluation Criteria

Proposals will be evaluated by the Evaluation Committee in accordance with the Qualification elements set forth. The Proposal Review Committee will rank the Proposals and award scores based upon the evaluation criteria set forth below under Evaluation Criteria.

EVALUATION CRITERIA

ITEM NO.	ITEM	MAX. SCORE
A	MANDATORY ELEMENTS:	
1.	The Proposer has no conflict of interest with regard to any other work performed by the Proposer. (APPENDIX J)	Pass/Fail
2.	The Proposer has adhered to the instructions in this RFP on preparing and submitting the Proposal, and has included all required information, forms and appendices (Sections 1.13, 1.14, 1.15, 1.4, 1.8)	Pass/Fail
3	Financial Capability of the Proposer	Pass/Fail
B	PROFESSIONAL/TECHNICAL QUALIFICATIONS (100 TOTAL POINTS MAXIMUM WILL BE SCORED ON, AND IN THE ORDER OF THE CRITERIA LISTED BELOW)	
1.	Technical Capability to Perform and Fulfill the specified tasks in the MPO Regional Coordination Structure Research and Best Practices for the Tampa Bay Region Scope of Work (Section 4.2)	25
2.	Approach to the MPO Regional Coordination Structure Research and Best Practices for the Tampa Bay Region	15
3.	Demonstrates an understanding of the region, regional transportation issues, and the metropolitan transportation planning process as it applies to the region.	15
4.	Experience and reputation in providing transportation planning services and a detailed understanding of the relationship between transportation, land use and economic development.	20
5.	Administration (Reporting, Contracting, Staffing)	10
6.	Innovative Public Outreach Ideas and Capabilities consistent with the TBARTA Public Engagement Program	15
	TOTAL	100

1.17 Proposal Rejection

TBARTA reserves the right to either (1) waive any minor Proposal irregularities or clerical errors which are not material to the Proposal or which do not prejudice other Proposers; or (2) to reject

all Proposals submitted. Conditional Proposals or those which take exception to the specifications shall be considered nonresponsive and shall be rejected.

1.18 Proposal Withdrawal

A proposal may not be withdrawn for 120 calendar days after the expiration of the Proposal due date. Prior to the date/time set for Proposal receipt, however a Proposal may be modified or withdrawn by the proposer's authorized representative by written notice received in the TBARTA office at 4350 West Cypress Street, Suite 700, Tampa, Florida 33607.

The period within which a Proposal may not be withdrawn will be extended if a protest of the award is filed. The time shall be extended for the same number of days for which the proposal award process is suspended pursuant to the laws and regulations governing such protests. It is the intent of this provision to allow TBARTA the calendar days specified in this paragraph plus additional days during which the award process is suspended due to a protest filed prior to the date on which a Proposal may be withdrawn.

1.19 Submission of Written Questions, Requests for Changes

All questions about this RFP and requests for changes or clarification must be submitted on the supplied Request for Change or Clarifications form in attached Appendix A no later than **1:00 PM LOCAL TIME on May 12, 2017**. These submittals should be directed to Susan Ebner, Office and Financial Administrator. **Each request shall be on a separate form, and an item number shall be assigned to each request. Questions and/or requests that are not submitted on the form attached as Appendix A will not be considered.**

1.20 Award Procedure

The Proposal Review Committee will make its recommendation to the TBARTA Board of Directors stating the reasons therefore. Award of the Contract shall be made upon completion of the evaluation procedures described herein, recommendation by the Proposal Review Committee and approval by the TBARTA Board.

1.21 Amendments

The Proposer shall acknowledge receipt of all amendments to this RFP in the Proposer's transmittal letter.

Failure to acknowledge receipt of all amendments may cause the Proposal to be considered non-responsive to this RFP. Acknowledged receipt of each amendment must be clearly established and included as part of the Proposer's transmittal letter.

1.22 Project Schedule

	<u>Scheduled Dates</u>
RFP Release	April 24, 2017
Optional Pre-Proposal Conference	May 8, 2017
Last day for Proposers to submit written questions	May 12, 2017

Collaborative Workshop #1	May 12, 2017
Last day for TBARTA team to respond to written questions	May 17, 2017
Memorandum #1 Collaborative Workshop Results Due	May 18, 2017
Proposals Due	May 22, 2017
Determination of Responsiveness	May 23, 2017
Proposal Review Committee Meetings	May 24 to 25, 2017
Notice of Intent to Award, on or before	May 30, 2017
TBARTA Board Approval of Award	June 9, 2017
TMA Leadership Group Collab. Workshop Results Discussion	June 9, 2017
Research Memorandum #2 Due	July 24, 2017
Research Memorandum #3 Due	August 21 2017
TBARTA Board Meeting Presentation	August 25, 2017
TMA Leadership Group Presentation	September 8, 2017
Collaborative Workshop Session #2	(Tentative) September 18, 2017
Report Presentations to TMA Leadership Group	September & November 2017
MPO, TBRPC & TBARTA Board/Committee Presentations	(Dates TBA) Month of November
Final Report Due	November 27, 2017
TBARTA MPOs CCC Board Presentation & Report Approval	December 1, 2017
TBARTA Board Presentation and Report Approval	December 8, 2017
Collaborative Workshop Session #3	(Proposed) January 2018

*All scheduled dates may be modified at the discretion of TBARTA

PART 2 - CONTRACTUAL PROVISIONS

The Proposer AGREES to comply with all applicable Federal contracting requirements, including but not limited to, the following required contract provisions, and AGREES to insert the substance of these provisions in all subcontracts issued pursuant to this contract.

2.1 Sub-consultant Changes

Any proposed changes in the sub consultant shall be submitted to TBARTA for its prior approval.

Proposer shall not employ any sub consultant or other person or organization (including those who are to furnish the principal items of materials or equipment whether initially or as a substitute), against whom TBARTA may have reasonable objection. A sub consultant or other person or organization identified in writing to TBARTA by Proposer prior to the Notice of Award and not objected to in writing by TBARTA prior to the Notice of Award will be deemed acceptable to TBARTA. Acceptance of any sub consultant, other person or organization by TBARTA shall not constitute a waiver of any right of TBARTA to reject defective work. If TBARTA after due investigation has reasonable objection to any sub consultant, other person or organization proposed by Proposer after the Notice of Award, Proposer shall submit an acceptable substitute

and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. Proposer shall not be required to employ any sub consultant, other person or organization against whom Proposer has reasonable objection.

Proposer shall be fully responsible for all acts and omissions of his sub consultant and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that Proposer is responsible for the acts and omissions of persons directly employed by Proposer. Nothing in the Contract Documents shall create any contractual relationship between TBARTA and any sub consultant or other person or organization having a direct contract with Proposer, nor shall it create any obligation on the part of TBARTA to pay or to see to the payment of any monies except as may otherwise be required by law. TBARTA may furnish to any sub consultant or other person or organization, to the extent practicable, evidence of amounts paid to Proposer because specific work done.

All work performed for Proposer by a sub consultant will be pursuant to an appropriate agreement between Proposer and the sub consultant which specifically binds the sub consultant to the applicable terms and conditions of the Contract Documents for the benefit of TBARTA.

2.2 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 this contract or to any benefit arising therefrom.

2.3 Certification of Contracts, Grants, Loans and Cooperative Agreements

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, 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.

(b) 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 about this contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions in Appendix C.

(c) The Proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. 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.

2.4 Prohibited Interests

Prohibited interest shall be as defined in state and federal law.

2.5 Disadvantaged Business Enterprise

It is the practice of TBARTA, when feasible, to use the services of businesses considered as Disadvantaged Business Enterprises. Those Proposers wishing to identify themselves as DBE should submit an Affirmative Action Plan which includes current employment statistics showing total number of employees and minorities employed by the Proposer, and plans, if any, that Proposer must increase minority employment. Indicate if the Proposer is a minority business enterprise, a women's business enterprise, or controlled by socially and economically disadvantaged individuals.

DOT Short Term Lending Program (STLP)

Many disadvantaged and women-owned business enterprises, hereinafter referred to as DBEs, that are qualified to perform transportation-related contracts have had trouble in obtaining short-term working capital. In response, the U.S. Department of Transportation (DOT) Short Term Lending Program (STLP) was developed by the Office of Small and Disadvantaged Business Utilization (OSDBU) to offer certified DBEs the opportunity to obtain short-term working capital at variable interest rates for transportation-related projects.

To be eligible to receive a STLP a business must be a certified DBE or certified under one of the qualified SBA programs and have at least three years of past performance history. Start-up businesses are not eligible and should contact the U.S. SBA for information about financing programs.

The STLP provides revolving lines of credit to finance accounts receivable arising from transportation-related contracts. The primary collateral consists of the proceeds of the contracts. Borrowing under the lines of credit are to meet the short-term costs of performing the contract(s) being financed. Start-up-businesses are not eligible to apply for the STLP. It is recommended that

a business have at least a three year past performance history before applying to the program. Additional information may be found at <http://www.osdbu.dot.gov/>.

The Proposer will keep records and documents for a period of three years following performance of this contract to indicate compliance with TBARTA's DBE goals. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of TBARTA.

The Proposer agrees to pay each sub consultant under this contract for satisfactory performance of its contract no later than 10 business days from the receipt of each payment the Proposer receives from TBARTA. The Proposer agrees further to return retainage payments to each sub consultant within 10 business days after the sub consultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of TBARTA. This clause applies to both certified DBE and non-DBE sub consultant. If the Proposer determines the work to be unsatisfactory, it must notify TBARTA' Executive Director immediately, in writing, and state the reason(s) of unsatisfactory work performance. Failure to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

TBARTA will bring to the attention of the U. S. Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program. TBARTA will also inform Proposer and sub consultant participating in TBARTA contracts of the legal ramifications of any false, fraudulent, or deceitful statements or representations utilized by them to participate in the DBE program. This may include suspension or debarment or referral to the Department of Justice for prosecution under 18 U.S.C. 1001 or other applicable provisions or law.

Proposers shall indicate their intention regarding the use of DBE consultants on the DBE Participation Statement contained in Part VI to this Request for Proposal, and to submit that Statement with their technical proposal.

Proposal, Execution and Compliance with sub consultants:

- (a) The successful Proposer will provide for TBARTA's approval correspondence from sub consultant with respect to the proposed agreements. Upon approval by TBARTA, the successful Proposer will enter into each such approved subcontract and will thereafter neither terminate any subcontract nor reduce the scope of the work to be performed by, or decrease the price to be paid to, the DBE and the DBE and Non-DBE/Joint Venture thereunder without in each instance the prior written approval of TBARTA.
- (b) The DBE policy statement will become part of the contract provisions.

(c) Substitution of sub consultant:

Where TBARTA has approved termination of a subcontract held by a DBE or DBE and Non-DBE/Joint Venture, the successful Proposer will make a good-faith effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed with another qualified DBE for a contract price or prices totaling not less than the contract price of the terminated subcontract. Satisfactory evidence of a good-faith effort will be furnished in a timely manner to TBARTA.

(d) Proposers shall report quarterly on their progress in meeting contracted DBE obligations.

(e) In connection with the performance of this contract, the Proposer will cooperate with TBARTA in meeting its commitments and goals with regard to the maximum participation of DBEs and will use good faith efforts to ensure that DBEs will have the maximum practicable opportunity to compete for subcontract work under this contract.

(f) Sanctions for Violations:

If at any time TBARTA has reason to believe that the successful Proposer is in violation of its obligations under the DBE contract provisions, or has otherwise failed to comply with the provisions thereof, TBARTA may in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions on the successful Proposer. Such sanctions may include, but are not limited to, one or more of the following:

1. The suspension of any payment or part thereof until such time that compliance is demonstrated.
2. The termination or cancellation of the contract in whole or in part unless compliance is demonstrated within a reasonable time.
3. The denial of that Proposer to participate in any further FTA funded contracts awarded by TBARTA.

2.6 DBE Directory of Consultants

Certified DBEs can be located at the website of:

<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

Proposers shall indicate their intention regarding the use of eligible DBE Proposers or sub-consultants on the DBE Participation Statement contained in PART V to this Request for Proposal, and to submit that Statement with their Technical Proposal.

2.7 Access Requirements for Individuals with Disabilities

The Proposer agrees to comply with and assure that any sub-recipient, or third party consultant under this RFP complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. 794; the transit assistance laws codified at 49 U.S.C. 5301, et seq.; and the following regulations and any amendments thereto:

- (1) 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.
- (2) Department of Justice (DOJ) regulations. "Nondiscrimination on the Basis of Disability in State and Local Government Services." 28 C.F.R. Part 35;
- (3) DOJ regulations. "Nondiscrimination on the Basis of Disability by Public accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (4) Equal Employment Opportunity Commission, (EEOC) regulations. "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act." 29 C.F.R. Part 1630;

2.8 Liabilities Against TBARTA

It is expressly agreed that the first one hundred (\$100.00) dollars of the amount to be paid the Proposer pursuant to this Contract is given as separate consideration for the following covenant of indemnification: The Proposer agrees to be responsible for, and assume the defense of and indemnify and save harmless TBARTA, its officers and employees, except for the sole negligence of TBARTA, from all claims, demands, judgments, liability, loss, damage, including attorney's fees or injuries of every kind, including patent infringements, resulting directly or indirectly from the performance of, or the failure to perform, the work by the Proposer or by any person, firm, or corporation to whom any portion of the work is subcontracted by the Proposer, or resulting from the use of any tools, machinery, or other property of TBARTA.

2.9 Patent Rights

If any invention, improvement, or discovery of the Proposer is conceived or first actually reduced to practice in the course of or under this Program, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Proposer agrees to notify TBARTA which shall notify FTA immediately and provide a detailed report. The rights and responsibilities of TBARTA, the Proposer, third party consultants and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

2.10 Rights in Data and Copyrights

- a. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Proposal. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.
- b. The following restrictions apply to all subject data first produced in the performance of this Proposal.
 - (1) Except for its own internal use, TBARTA or Proposer may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may TBARTA or Proposer authorize others to do so, without written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to Agreements with academic institutions.
 - (2) As authorized by 49 C.F.R. 18.34, the Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes;
 - (a) Any subject data developed under a grant cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
 - (b) Any rights of copyright to which TBARTA, Proposer, sub-recipient, or a third party consultant purchases ownership with Federal assistance.
- c. When FTA provides assistance for a Project involving planning, research, development, or a demonstration, it is generally FTA's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA determines otherwise, TBARTA, as Recipients of FTA assistance to support planning, research, development, or a demonstration financed under the Federal Transit Act, as amended, understands and agrees that, in addition to the rights set forth in this Proposal, FTA may make available to any FTA recipient, sub-recipient, third party consultant, or third party sub-consultant, either FTA's license in the copyright to the subject data derived under this Proposal or a copy of the subject data first produced under this

Proposal. In the event that such a Project, which is the subject of this Proposal, is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in this Proposal and shall be delivered as the Government may direct. This subsection of the Proposal, however, does not apply to adaptations of automatic data processing equipment or programs for TBARTA's use which costs are financed with capital funds (sections 3, 9, 16, 18, or 25 of the Federal Transit Act, as amended, or Title 23 capital funds).

- d. Unless prohibited by State law, the Proposer agrees to indemnify, defend, save and hold harmless TBARTA, FDOT, the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Proposer or proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Proposal. The Proposer shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of TBARTA, or the Government.
- e. Nothing contained in this section on rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- f. The requirements of this Proposal do not apply to material furnished to TBARTA, or the Proposer by the Government and incorporated in the work carried out under the Proposal; provided that such incorporated material is identified by TBARTA, or the Proposer at the time of delivery of such work.

2.11 Omission

Notwithstanding the provision of drawings, technical specifications or other data by TBARTA, the Proposer shall have the responsibility of supplying all details required to make an accurate Proposal of services offered even though such details may not be specifically mentioned in the specifications.

2.12 Priority

In the event of any discrepancies or conflicts between the description of the item(s) and/or service(s) proposed in the Scope of Work and specifications, and other parts of this document, the Scope of Work and Technical Specifications shall govern.

2.13 Written Change Orders

ORAL CHANGES ARE NOT PERMITTED. No change in this contract shall be made unless the Contracting Officer gives his or her prior written approval. Therefore, the Proposer shall be liable

for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the Contracting Officer.

TBARTA may order changes in the work within the general scope of work consisting of additions, deletions or other revisions and the fixed price shall be adjusted accordingly.

2.14 Audit and Inspection of Proposals

The Proposer shall permit the authorized representative of the U.S. Department of Transportation, the Comptroller General of the United States and/or the Florida Department of Transportation to inspect and audit all data and records of the Proposer relating to its performance and its subcontracts under this contract with which Federal and State funds are used from the date of the contract through and until the expiration of three (3) years after completion of the contract. The inspection and audit provided in this section does not include an audit of the Proposer's cost and/or profit, with the exception of single Proposal or sole source situation. In addition, the firm shall respond to the reasonable inquiries of successor Proposers and allow successor to review working papers relating to matters of continuing significance.

2.15 Termination for Default

TBARTA may, by written notice of default to the Proposer, terminate the whole or any part of this contract if the Proposer fails to perform the services within the time specified herein or any extension thereof; or if the Proposer fails to perform any provision of the contract, in reasonable accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

If the contract is terminated in whole or in part for default, TBARTA may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Proposer shall be liable to TBARTA for any excess costs for such similar supplies or services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of sub-consultants, the Proposer shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Proposer. If the failure to perform is caused by the default of a sub-consultant, and if such default arises out of causes beyond the control of both the Proposer and sub-consultant, and without the fault or negligence of either of them, the Proposer shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the sub-consultant were obtainable from other sources in sufficient time to permit the Proposer to meet the required delivery and/or performance schedule.

If, after notice of termination of Proposer's work pursuant to this contract, it is determined for any reason that Proposer was not in default, or that its default was excusable, or that TBARTA is not entitled to the remedies against Proposer provided herein, then Proposer's remedies against TBARTA shall be the same as and limited to those afforded Proposer as those set out below.

2.16 Termination for Convenience

TBARTA shall have the right to terminate this contract without cause upon thirty (30) calendar day's written notice to Proposer. In the event of such termination for convenience, Proposer's recovery against TBARTA shall be limited to that portion of the contract amount earned through the date of termination, but Proposer shall not be entitled to any other and further recovery against TBARTA, including, but not limited to, damages and any anticipated profit on work not performed or other economic losses.

2.17 Voluntary Mediation

Breaches/Dispute Resolution

Disputes: In the event disputes arising in the performance of services are not resolved by agreement of the parties, the parties may submit the disputes to voluntary, nonbinding mediation.

2.18 Communications

Communications about this contract shall be in writing and shall be delivered personally or by registered or certified mail addressed to the officer(s) or employee(s) of TBARTA and of the Proposer designated to receive such communications. Telephone calls or emails may be used to expedite communications but shall not be official communication unless confirmed in writing. Communications shall be considered received at the time actually received in writing by the addressee or designated agent.

2.19 Applicable Law and Venue

The work done by the selected Proposer in response to the RFP shall be in complete compliance with all applicable Federal, State and Local Laws and their respective rules and regulations. This compliance shall be at the Proposer's expense.

Jurisdiction and venue for any legal action arising out of this contract and between the parties hereto shall be exclusively in Hillsborough County, Florida. The law governing any dispute between the parties to this contract shall be the law of the State of Florida, except insofar as the dispute, or a part thereof, is subject to Federal Law by pre-emption.

In the event that the Proposer is domiciled in a country other than the United States or is a controlled subsidiary of a company which is domiciled in a country other than the United States and in the future event that any litigation should arise between the parties respecting any matter

of fact or law that is international in nature, the venue of litigation with regard thereto shall be in the courts of the State of Florida or the United States of America, located in the State of Florida, County of Hillsborough.

2.20 One Proposal Situation

In the event a single proposal is received, TBARTA may conduct a price analysis of the Proposal or a cost analysis, or both. A price analysis is the process of examining the Proposal and evaluating a prospective price without evaluating the separate cost elements. It should be recognized that a price analysis through comparison to similar procurements must be based on an established or competitive price of these elements used in the comparison. The comparison must be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, and where it is impossible to obtain a valid price analysis of the Proposal, a detailed analysis must be made of this difference and costs attached thereto. If only one Proposal is received, the sole Proposer must, if a price or cost analysis is conducted, cooperate with TBARTA as necessary in order for its Proposal to be considered, but shall have the option, in lieu of doing so, to withdraw its Proposal.

2.21 Next Most Qualified Proposer

If the most qualified Proposer fails or refuses to enter into a contract with TBARTA, upon thirty (30) calendar days, then TBARTA may award the contract to the next most qualified Proposer. The next most qualified Proposer shall enter a contract with TBARTA in accordance with the terms of its Proposal.

In the event of a termination of the award to Proposer, TBARTA reserves the right to award the contract upon thirty (30) calendar days to the next most qualified Proposer provided, however, that the next most qualified Proposer consents to such award. Any award to the next most qualified Proposer shall be in accordance with the terms of its Proposal.

2.22 Insurance

During the term of the Contract, the Proposer shall provide, pay for and maintain with insurance companies satisfactory to TBARTA, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the state of Florida. All Liability policies shall provide that TBARTA and the Proposer are additional insured as to the operations of the Proposer under this Contract and shall also provide the Severability of Interest Provision. All excess liability policies will name TBARTA, as an additional insured. A Certificate of Insurance form must be completed on a "sample only" basis by the Proposer's insurance representative and included with its bid for TBARTA' review and acceptability. Promptly after written Notice of Award of the Contract, the insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance. The Certificate must be personally and manually signed by the authorized representative of the insurance

company/companies shown on the Certificate with written proof that he/she is an authorized representative thereof and authorized to execute Certificate of Insurance form for the Proposer.

Thirty (30) days prior written notice by registered or certified mail shall be given TBARTA of any cancellation, intent not to renew, or reduction in the policies' coverage, except in the application of the Aggregate Limits Provisions. In the event of a reduction in any Aggregate Limit, the Proposer shall immediately take steps to have it reinstated.

All insurance coverage required of the Proposer shall be primary to any insurance or self-insurance program carried by TBARTA.

The acceptance of delivery to TBARTA of any Certificate of Insurance evidencing the insurance coverage and limits required in the Contract does not constitute approval or agreement by TBARTA that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance follow the contract requirements.

No work shall commence under the Contract unless and until the required Certificates of Insurance are in effect and a written notice to proceed is issued to the Proposer by TBARTA. The required certificates shall be supplied with the Proposal, or within (7) calendar days of notification of intent to award. Failure to meet this requirement may result in award to next low Proposer.

The insurance coverage and limits required of the Proposer are designed to meet the minimum requirements of TBARTA. They are not designed as a recommended insurance program for the Proposer. The Proposer alone shall be responsible for the sufficiency of its own insurance program. Should the Proposer have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed, it should seek professional assistance.

If any General Liability Insurance required herein is to be issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the contract and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be not less than a five (5) year term.

Any self-insurance program must be supported by the Proposer's Certified Public Accountant in writing confirming that the program is properly funded and maintained. Should the Proposer's required insurance policies provide for a deductible, self-insured retention, or self-insured amount, then Proposer, if required by TBARTA, agrees to provide, pay for, and maintain a surety bond from an insurance company acceptable to TBARTA (or a standby irrevocable letter of credit in a form acceptable to TBARTA from a bank acceptable to TBARTA) in the amount of the deductible, self-insured retention or self-insured amount guaranteeing compliance with the

insurance requirements in this Section of the Contract. Said guarantee shall continue for three (3) years following termination of this Contract.

2.23 Amounts and Types of Insurance

The following amounts and types of insurance are the minimum requirements of the Proposer and shall be provided through the use of Insurance Service Office ("ISO") policies, forms, and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to TBARTA. The required policies of insurance and requirements shall be construed in accordance with the laws of the State of Florida:

Business Automobile Liability Insurance shall be maintained by the Proposer for the ownership, maintenance and use of all its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability - \$1,000,000 Combined Single Limit Each Accident

Umbrella Liability Insurance or Excess Liability Insurance shall not be less than \$2,000,000 each occurrence and the limits of Primary Liability Insurance for the Commercial General Liability, Business Automobile Liability, and Employers' Liability Insurance coverage required in this section shall be not less than \$2,000,000 combined single limit each occurrence or accident.

Owner's Protective Liability Insurance shall be maintained by the Proposer with TBARTA and the Proposer as the

Named Insured in a separate original policy which must be furnished to TBARTA prior to the start of work on the Project. Coverage to insure TBARTA for its liability, including the cost of defense, resulting from the operations of the Proposer under this Contract. The limit of coverage shall be not less than: \$1,000,000 Combined Single Limit Each Occurrence.

Bodily Injury, Property Damage and Uninsured Motorist Liability

\$1,000,000 Combined Single Limit Each Occurrence, with excess liability for each occurrence of \$300,000, naming TBARTA as an additional insured with regard to vehicles leased or rented from the Proposer.

Other combinations of business automobile liability insurance and excess liability limits are acceptable provided the total combined limit is a minimum of \$1,000,000.

Any additional premium for extending this insurance beyond the agreed completion date which is caused by the Proposer shall be the Proposer's responsibility.

2.24 Policy Cancellation and Renewal

All of the required insurance coverage must be issued as required by law and must be endorsed, where necessary, to comply with the minimum requirements contained herein. Cancellation and intent not to renew any policy and any change that will reduce the insurance coverage required in this Contract except for the application of the Aggregate Limits Provision require thirty (30) days prior written notice by certified or registered mail sent to:

Susan Ebner, Office and Financial Administrator
Tampa Bay Area Regional Transportation Authority
4350 West Cypress Street, Suite 700
Tampa, Florida 33607

Renewal Certificates of Insurance must be provided TBARTA twenty (20) days prior to expiration of current coverage so that there shall be no interruption in the service due to lack of proof of insurance coverage required of the Proposer.

Should at any time the Proposer not maintain the insurance coverage required of it, TBARTA may either cancel or suspend delivery of goods or services as required by Proposer or, at its sole discretion, shall be authorized to purchase such coverage and charge the Proposer for such coverage purchased. TBARTA shall be under no obligation to purchase such insurance or be responsible for the coverage purchased or the responsibility of the insurance company/companies used. The decision of TBARTA to purchase such insurance coverage shall in no way be construed to be a waiver of its rights.

2.25 Program Fraud and False or Fraudulent Statement of Related Acts

(1) The Proposer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq and U.S. DOT regulations, "Program Fraud Civil remedies", 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Proposer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Proposer to the extent the Federal Government deems appropriate.

(2) The Proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the

right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307 (n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

(3) The Proposer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-consultant who will be subject to the provisions.

2.26 No Obligation by the Federal Government

(1) TBARTA and Proposer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in, or approval of, the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to TBARTA, Proposer, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying contract.

(2) The Proposer agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-consultant who will be subject to its provisions.

2.27 Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.ID, dated April 15, 1996 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Proposer shall not perform any act, fail to perform any act, or refuse to comply with any TBARTA requests which would cause TBARTA to be in violation of the FTA terms and conditions.

2.28 Cost Incurred in Responding

This RFP does not commit TBARTA, or any other agency (public or private) to pay any costs incurred by an individual, firm, partnership or corporation in the submission of Proposals or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

2.29 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, sub-consultant, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

PART 3 - PROTEST PROCEDURE

- 3.1 TBARTA shall provide notice of its decision or intended decision concerning responsiveness, and also of an intent to award under this RFP by electronic transmission (email), and certified U.S. mail, return receipt requested.
- 3.2 Any person who is adversely affected by this RFP, TBARTA's decision or intended decision regarding the responsiveness of Proposal(s), or intent to award a contract shall file with TBARTA a written notice of protest within 72 hours after receipt of the notice by electronic transmission or certified mail, whichever occurs first.
- 3.3 A formal written protest shall be filed within ten (10) days after the filing of the notice of protest. The formal written protest shall state in detail the facts and the law upon which the protest is based. TBARTA will give notice by U.S. mail of any timely filed written formal protest to all persons to whom this RFP has been supplied.
- 3.4 Upon receipt of a formal written protest which has been timely filed, TBARTA shall stop the solicitation or contract award process until the protest is resolved by final agency action, unless TBARTA's Chairman of the Board or Executive Director sets forth in writing the particular facts and circumstances which require the continuation of the solicitation or contract award process in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- 3.5 A notice of protest and a formal written protest shall be considered filed when received by TBARTA at 4350 West Cypress Street, Suite 700, Tampa, Florida 33607. In computing time periods, the date of TBARTA's notice of decision shall not be included in computing the time in which to file a written notice of protest or written formal protest. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday on which TBARTA's offices are closed, in which event the period shall run until 5:00 PM EST on the next day that is not a Saturday, Sunday, or holiday observed by TBARTA.
- 3.6 The protesting party(ies) shall meet with the Chairman of the TBARTA Board or Executive Director within seven (7) days of TBARTA's receipt of the formal written protest. The purpose of the meeting is to present issues and attempt to resolve the dispute by mutual agreement.
- 3.7 Within five (5) working days after the meeting with the TBARTA Chairman of the Board or Executive Director, TBARTA shall give written notice of its decision concerning the protest.
- 3.8 If the protest is not resolved by mutual agreement, then one of the following two alternatives shall apply: either (1) if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to Section 120.57(2), Florida Statutes, by the Board of

Directors or appointed committee of TBARTA; or (2) if there is a disputed issue of material fact, the protest shall be referred to the Division of Administrative Hearings, State of Florida, for proceedings consistent with Section 120.57(1), Florida Statutes.

3.9 Points of Entry:

Notice of Right to Protest RFP: Upon issuance of this RFP, persons or entities qualified to submit a Proposal may protest specific provisions of this RFP. Failure to file a protest to issuance of this Request for Proposals within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings concerning the content, terms and conditions of this RFP under Chapter 120, Florida Statutes.

Notice of Right to Protest Determination of Responsiveness: Following review of the Proposals by the TBARTA Executive Director and a determination of responsiveness, the Proposers will be notified of the responsiveness determination. Failure to file a protest to the determination of responsiveness within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings concerning the responsiveness determination under Chapter 120, Florida Statutes.

Notice of Right to Protest Award: Following evaluation of Proposals by the Proposal Review Committee, Proposers will be notified as to whether they have been awarded the right to contract with TBARTA under this RFP. Failure to file a protest to the Notice of Award within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings concerning the intent to award under Chapter 120, Florida Statutes.

PART 4 – PROFESSIONAL/TECHNICAL SPECIFICATIONS

4.1 Terms of Agreement

TBARTA is requesting through this Request for Proposal the services to perform the MPO Regional Coordination Structure Research and Best Practices for the Tampa Bay Region. The Proposer will perform at minimum, the work required under the Scope of Services, Section 4.2. The required completion date of the MPO Regional Coordination Research and Best Practices for the Tampa Bay Region is by November 27, 2017, 5:00pm, at which time all technical work and public engagement shall be complete.

4.2 Scope of Services

4.2.1 Overall Project Purpose

There is a history of regional coordination and cooperation related to transportation planning and coordination responsibilities among Citrus, Hernando, Pasco, Pinellas, Hillsborough, Polk,

Manatee, and Sarasota counties (hereinafter “Tampa Bay”) - at times conducted by entities with different responsibilities and often very different visions of the geographic area to be embraced, as well as short and long-term goals.

Several coordination mechanisms have been developed and previously implemented that provided various levels of regional integration and coordination of transportation planning activities, with mixed results. Due to changing demographics, population growth and commuting patterns, there is a need to examine the regional dynamics of Tampa Bay, and explore the potential for updating the regional transportation planning coordination structure.

Current Stakeholder Agencies and Entities include:

- Florida Department of Transportation, District Seven
- Florida Department of Transportation, District One
- Tampa Bay Area Regional Transportation Authority (TBARTA)
- Tampa Bay Regional Planning Council (TBRPC)¹
- Tampa Bay Transportation Management Area (TMA) Leadership Group
- TBARTA MPOs Chairs Coordinating Committee (CCC)
- Hernando/Citrus MPO; Pasco MPO; Pinellas MPO; Hillsborough MPO; Polk TPO; and, Sarasota/Manatee MPO
- Hillsborough Area Regional Transit Authority; Pinellas Suncoast Transit Authority; Pasco County Public Transportation; Hernando County Transit; Citrus County Transit; Sarasota County Area Transit; Manatee County Area Transit; and Citrus Connection (Polk County)
- Tampa Bay Partnership and key business organizations in the region, including (but not limited to) the Chambers of Commerce in Tampa, St. Pete, Clearwater and Wesley Chapel

The purpose of the proposed research is to define what successful regional coordination means for Tampa Bay, identify the barriers to its execution through available empirical evidence, and to develop several implementable scenarios based on an examination of nation-wide best practices for regional transportation planning. The overarching goal of the research is to outline the singular, preferred framework for improving regional coordination and responsibility in Tampa Bay, with effective mechanisms for providing consistent, relevant information to elected officials as well as the public. Options identified because of the research must include: merger of the MPOs in Hillsborough, Pinellas and Pasco into a single MPO; and a no-build option. In addition, the final “Rule for Metropolitan Planning Organization Coordination and Planning Area Reform” has provisions for strengthened regional alignment and potential merger of MPOs that should be considered. The research will provide information to elected officials to assist in making future decisions on the MPO planning process for Tampa Bay.

¹ Does not include Polk or Sarasota Counties.

4.2.2 Overall Project Approach

A three-pronged approach will be used to identify, evaluate and recommend a singular, preferred framework for the regional transportation planning process: research (to be conducted by the Consultant) and collaborative workshops (to be conducted by the Collaborative Lab at St. Petersburg College). These approaches would be conducted concurrently.

Both research and collaboration are anticipated to occur in three separate, but interrelated phases. In the first phase of research, “Summarize Existing Conditions,” the existing framework in which regional transportation coordination and planning are conducted in Tampa Bay will be examined and outlined. Specificity should be given to adopted policies and places that do not want to combine (no-build option). Concurrently, the first collaborative workshop (hereinafter “Workshop 1”) will be held and focus on gathering input from Stakeholder Agencies and Entities, as well as select elected officials, on how regional coordination and planning success should be defined, what the (perceived) key issues are, the core values and principles (e.g. environment, social equity, economic development, etc.) in the process, and the top priorities for Tampa Bay.

The findings from Workshop 1 will be available for review by proposers on May 18, and will also be used to inform the second phase of research, “Case Studies and Best Practices.” This phase will consider other urbanized areas of the country that are similar in size and complexity to Tampa Bay, highlighting key findings that align with what participants have defined as “success.” In the second workshop (hereinafter “Workshop 2”), participants will review the second phase research findings, provide feedback on potential opportunities identified, and identify follow-up actions for the various public agencies involved in the regional process, as well as the Bay Area Legislative Delegation (BALD). The third and final workshop will further refine and build consensus on a single preferred framework and outline an agreed-upon implementation plan.

The collaborative workshops are expected to play a strong role in helping partner agencies understand both the existing regional structure, and the potential implications of different approaches. To streamline information gathering and the evaluation process, available electronic collaboration tools such as polling and common-access white boards will be utilized. Both workshop(s) will be open to the public, and the final research product will be open for a 45-day public comment period.

Each phase of research and collaborative workshop will be summarized in a technical memorandum, and the final document will outline how the opportunities for coordination suggested from the final workshop connect with Existing Conditions and Best Practices from the research.

A list of questions intended to guide discussion during the first collaborative workshop is provided under Section 4.3.2.1 below. These results of Workshop #1 will be available to interested firms at least five (5) business days prior to the deadline for proposals.

4.2.3 Project Steps

4.2.3.1 Workshop 1: Values, Issues and Guiding Principles (to be conducted by the Collaborative Lab at St. Petersburg College on May 12, 2017)

The first collaborative workshop will kick-off with creating the Problem Statement, Project Goals, and reviewing the tentative timeline for research tasks. The initial session will be led by an impartial facilitator with the Collaborative Lab and will bring together people from private and public agencies/organizations who plan, operate, fund and implement transportation facilities and mobility services.

Issues/questions to be discussed in Workshop #1 will include: Approaches to transportation coordination taken by regions with characteristics like Tampa Bay; how to define successful regional coordination; the level of analysis (e.g. focusing at the three-county TMA level [Hillsborough, Pasco, Pinellas], and more general information at TBARTA level); the role of FDOT; Potential funding sources for greater regional transportation coordination; how a multi-county MPO might operate under existing state statutes and governance requirements; structural issues in the MPO and regional planning processes; the role of the Florida Legislature in this process; Federal law requirements that modal authorities be represented on MPOs (Florida law says they “may”) – THEA, TIA, Ports, Transit Agencies, etc.; discussion and descriptions of existing agencies, including roles, responsibilities and legal status under Florida Statutes, etc.

The intended outputs of the first collaborative workshop are to define guiding principles that will serve to help frame the evaluation of other regional mechanisms in place in various parts of the country, and their applicability to Tampa Bay; develop a greater understanding of factors driving exploration of greater regional transportation coordination, and; identify the most important outcomes desired from potential greater regional transportation coordination

Following the workshop, a summary report on the stakeholders’ recommended guiding principles for the research will be made available by May 18 to all proposers via the Procurement page on TBARTA.com, located at <http://tbarta.com/en/procurement-opportunities/about/procurement-opportunities>

Resulting Deliverable: Memorandum #1 – Key Issues, Values, and Guiding Principles (Due on May 18, 2017)

4.2.3.2 Research Phase 1: Existing Conditions (to be conducted by Consultant)

The Consultant will research the way transportation planning is currently conducted within the Tampa Bay Region, with a emphasis on the entities currently involved with regional transportation planning. The research will examine such factors and processes as:

- Socioeconomic, geographic and other demographic characteristics of the area,
- Travel markets within the Tampa Bay Region as related to travel characteristics of the area, including travel sheds, commuter sheds, etc.
- The existing urbanized area (UZA) structure within the Tampa Bay Region, including:
 - Size/character
 - Proximity to other UZAs
 - Potential growth, based on available information in LRTPs, including the areas expected to become urbanized within 20 years (MPA area)
- Existing Coordination - document existing regional planning processes, including formal and informal structures, products and other outcomes.
- Identify a comprehensive list of key participants in the Tampa Bay Region:
 - Public sector - including agencies, citizen/advocacy groups, etc.
 - Private sector - including industry groups/associations, private nonprofits, etc.
- Analysis of existing and future projected cross-county commuting patterns for jobs, including both percentage of work force and actual numbers commuting between counties for all purposes. Identification of sub regions within the larger Tampa Bay Region that have unique issues that need to be addressed on a more local level and how they fit into a regional planning model.
- The governance structure of selected states MPOs operate in, such as the relative strength of counties, cities, and MPOs within the states in comparison to Florida. This research will help measure the success of models, identify their strengths and weaknesses, and develop an understanding of the lessons learned. The structure of local governments has also had a profound effect on the way governments function and the type of services provided.
- Existing funding sources and uses of each county and MPO, with details on the benefits and drawbacks of unique strategies, how those revenue mechanisms may behave or be received in different regional settings, and any additional local revenue mechanisms in place (e.g. motor fuel taxes, mobility fees, sales taxes, dues, etc.).

Resulting Deliverable: Memorandum #2 – Existing Conditions (Due July 24, 2017)

4.2.3.3 Research Phase 2 – Case Studies and Best Practices in Regional Transportation Planning (to be conducted by Consultant)

Once existing conditions have been identified, the Consultant will conduct research on best practices in regional transportation coordination nationwide, with a specific focus on regions that have generated more discretionary revenues than their peers, such as through federal New Starts or TIGER Grants, and new funding sources. This will provide a baseline for comparing

coordination efforts and outcomes in Tampa Bay. Additionally, other areas that have similar characteristics, such as population density, land area, and governance structure should be identified and analyzed in a set of selective case studies. Taken together, the case studies and best practices should form the basis for discussion of opportunities and an application of lessons learned in Workshop 2.

Case Studies should include:

- Research on the creation of each MPO process and whether regional planning issues are handled within an MPO or through some other organization. Areas that are suggested to consider would be Chicago, Dallas-Ft. Worth, Minneapolis-St. Paul, Puget Sound, the San Francisco Bay area, and Orlando,
- Consideration of the feedback gathered on values, issues and principles (Memorandum #1), as well as the mission, roles and responsibilities of regional planning entities in the areas being compared, including the role of the MPO in the regional planning process relative to related subject areas such as regional economic development, a regional land use vision, and their relationship to the design, construction and operations of transportation facilities and services,
- Examination of Florida law regarding MPOs and how a structure might fit in with those laws or require changes,
- Identify and assess information on regional participation and travel between regional activity centers such as employment centers; professional sports; airports; retail centers; other regional attractors to determine traffic flows and related issues within the region; and,
- Information on regional MPO structures, including:
 - Concept diagram
 - Responsibilities
 - Background on how and why it was formed
 - Governmental roles
 - Funding strategies and issues, including the costs associated with merging organizations, as well as the ratio of and relationship between federal, state or local appropriations and grant funds attained.

Resulting Deliverable: Memorandum #3 – Best Practices Findings and Case Studies (Due August 21, 2017)

4.2.3.4 Workshop 2 – Conducted jointly by the Consultant and the Collaborative Lab at St. Petersburg College

A second Collaborative Workshop will be conducted to present and review the research findings, draw responses from stakeholders, and begin to build consensus on a singular preferred framework for a regional coordination framework or structure, as well as the mechanisms needed for implementation, such as letters of support from each county and each MPO. The three memoranda described below will form the basis of the review:

Memorandum – Values, Issues and Guiding Principles

Memorandum – Existing Conditions

Memorandum – Best Practices Findings and Case Studies

Resulting Deliverable: Memorandum #4 – Results and Stakeholder Feedback (Due Date TBD)

4.2.3.5 Workshop 3 (Proposed) – Consensus on Framework and Action Plan

A third and final Collaborative Workshop will be conducted to provide the opportunity for stakeholders, with participation and input from the public, to further refine and build consensus on a single preferred framework out of the options identified in the final report, and to outline an agreed upon Implementation Plan, including responsibilities for each applicable agency and governing body as well as any necessary technical and working groups. Workshop 3 will be optional, should the results from Workshop 2 not identify a single preferred coordination structure along with an implementation plan.

Resulting Deliverable: Memorandum #5 – Preferred Option and Implementation Plan Outline (Due Date TBD)

4.2.3.6 Distribution and Presentation

Upon completion, distribution and presentations of the full Final Report, along with the preferred course of action moving forward, will be presented to the governing body of each county and MPO for approval.

4.2.3.7 Final Report and Executive Summary (to be conducted by Consultant)

Upon completion of all tasks and steps, the Consultant will assemble a final report containing the findings contained in Deliverables 1 through 3, as well as the findings (Memorandum #4) from Workshop 2 and Workshop 3, if conducted.

Resulting Deliverable: Final Report, including Opportunities and Recommendations (Due November 27, 2017)

4.2.3.8 Public Engagement Events

The Consultant will coordinate with TBARTA staff to determine the most efficient approach to informing the public of the activities and findings associated with the MPO Regional Coordination Structure Research and Best Practices for the Tampa Bay Region. The Consultant will be available for either in-person community workshops, preparation and staffing of Telephone Town Hall meetings, or other public involvement activities as determined by TBARTA staff.

Presentations should be given to the stakeholders identified through the collaborative process. To solicit additional feedback, presentations may also be given throughout the research process. Research findings must be presented to the governing bodies of the counties within the TBARTA region, the TBARTA MPO Chairs Coordinating Committee (CCC), and the legislative delegation

members representing those counties within 90 days after adoptions. The Consultant will assist TBARTA staff in scheduling briefings with agency staff, as well as creating and conducting presentations to Boards and Committees.

Public engagement will be a joint endeavor with the TBARTA CCC and the TMA. Polk County is a member of the CCC and will be included in addition to the seven counties legislatively mandated for TBARTA public outreach.

Deliverables: A public involvement process that fully engages stakeholders, agencies and other entities identified during the Workshop 1, and other region-wide events, including various materials needed for formal presentations.

4.2.3.9 Work Assignment Provisions

The Consultant's work shall be performed and directed by the key personnel identified to the Proposer. The Consultant Project Manager will meet with the TBARTA Project Manager bi-weekly or as agreed upon by both parties. A Study Management Team will also be formed to provide direction during the research, and to allow affected MPOs and others to meet with the Consultant to discuss and review work elements as they are drafted. The Study Management Team will be responsible for general oversight of the planning study, and will interact with the consulting firm/team to provide input for the development of project parameters, review technical products, and assist in public outreach. Members of the study management team, with assistance from the members of the consulting firm team and the TBARTA Project Manager, will keep stakeholders apprised of the study progress, particularly prior to public information meetings and will help in liaising activities as needed.

Other tasks requested under this assignment may include, but are not limited to:

- Assisting the authority with any necessary collection and analysis of data.
- Preparing any presentation graphics and supporting documentation either separate from, or as part of the report documents, and Consultant may be called upon to provide presentations if/when necessary to support staff.
- Assisting the authority in the review and preparation of reports.
- Provision of in-house support staff on an as-needed basis.
- Assisting local jurisdictions regarding local transit and development policies. ☐
Coordinating with local efforts on transit initiatives.

Additional miscellaneous activities in support of TBARTA that may involve substantial staff resources will be reviewed with the TBARTA Project Manager in advance of the performance of such work. Smaller activities incidental to the overall support of TBARTA activities will proceed on an as-needed basis.

4.2.3.10 Products Provided

The Proposer will provide a finished product for each task assignment under this scope. Determination of the type of product to be provided for each task will be specified by the authority's Project Manager.

4.2.3.11 Duration of Services

The Proposer should be prepared to commence work on the assignment upon issuance of the authorization by the TBARTA Project Manager. All services shall be completed as defined in the task assignments, or as requested by the TBARTA Project Manager.

4.2.3.12 Services to be Provided by TBARTA

- Provide oversight and general supervision for the duration of this assignment.
- Review and provide substantive comments on deliverables produced by the Proposer.
- Provide background data and project information, if available.
- Inform the Proposer of any changes to agency personnel involved in the project, including contact information.
- Support public relations outreach.
- Provide coordination support with business organizations such as the Tampa Bay Partnership and Chambers of Commerce, and well as local agency partners as needed.

4.3 Performance History

Has the Proposer, or any officer or partner of the Proposer, ever failed to complete a contract? If yes, please attach details. If no, please state. Performance history must be submitted on the supplied form in attached Appendix F.

4.4 Litigation

Is any pending litigation pending against the Proposer or any officer or partner of the Proposer? If yes, attach a clear description of any and all pending litigation against Proposer including the nature of the complaint, the jurisdiction in which it was filed and the names of all parties. Notice of litigation must be submitted on the supplied form in attached Appendix G.

4.5 Service References

Please describe three (3) contracts under which the Proposer has provided similar services. Service references must be submitted on the supplied sheet on Appendix H.

4.6 Financial Statements

Proposer shall provide a complete set of financial statements with an Independent Auditor certification in accordance with American Institute of Certified Public Accountants Statement on Auditing Standards. It is mandatory that financial statements and any other financial information submitted be for the Proposer and not some other related entity. The submissions should consist

of a balance sheet, statement of income and expenses, and statement of changes in financial condition. The statement must have a signed certified public accountants opinion. If the financial records are not certified, Proposer shall submit as proof positive of financial condition letter(s) of credit and the previous year's tax return. The Proposer shall also provide a set of unaudited financial statements consisting of a balance sheet, statement of income and expenses and a statement of changes in financial condition for the current fiscal year to date and the previous two years.

These statements must be signed by the financial officer of the Proposer. Financial Statements must be submitted and attached as Appendix I.

4.7 Proposal Content and Format

The Proposer must comply with the following content and format requirements when preparing a response. All requested information must be included in the proposal. However, at the discretion of the Proposer, additional information may be added if the information is necessary to better facilitate a response.

The Proposal Package must contain:

1. Fully executed Offer (Part I)
2. Title Page showing the Request for Proposal subject; the Proposer's legal name, address, telephone number, and email of a contact person; and the date of the Proposal.
3. Table of Contents
4. Transmittal Letter - A letter of transmittal signed by an authorized Officer of the Proposer stating the Proposer's understanding of the Work to be done, the commitment to perform the Work within the required time period, a statement of why the firm believes itself to be best qualified to perform the engagement, a statement that the Proposal is a firm, binding and irrevocable offer for 120 days from May 8, 2017, and acknowledgement of receipt of all Amendments to this RFP, if any.
5. Detailed Proposal - All persons to be associated with the project should be identified within the proposal, including qualifications. Please note if your agency or agency included in the proposal has DBE or WBE status. Include reference and list of similar projects performed within the last (5) years.
6. Mandatory –
 - a. ABSENSE OF CONFLICT OF INTEREST (A conflict of interest exists if the Proposer's ability to perform the work required by this RFP for TBARTA is impaired, limited or

prevented in any way by other contractual obligations, litigation, or business considerations of any kind.)

- b. ADHERENCE TO INSTRUCTIONS (Section 1.13. 1.14. 1.15. 1.4. 1.8)
- c. All applicable Appendices, and materials referenced. **Mandatory:** Absence of a Conflict of Interest

(A conflict of interest exists if the Proposer's ability to perform the work requested by this RFP for TBARTA is impaired, limited or prevented in any way by other contractual obligations, litigation, or business considerations of any kind"

- d. Professional/Technical Qualifications

The work will require professional and technical capabilities and competence to assist TBARTA with conducting the MPO Regional Coordination Research and Best Practices for the Tampa Bay Region. The work assignment will require various technical, graphical, public involvement, and product review activities. The Scope of Services outlines tasks that may be assigned to the Proposer. Professional and technical experience may include, but not be limited to:

- Experience and technical competence in long-range planning for transit, freight, roadway, trails, land use, and TDM
- Experience in coordination with various partners and stakeholders
- Experience in development of governance and organizational management recommendations
- Experience in conducting original research and evaluating case study practices
- Effective oral and verbal communications
- Relating the transportation network to existing and future land use
- Geographic Information System (GIS) mapping and database management
- Production of quality technical documentation of the study process
- Production of public-friendly graphics and documentation
- Experience in innovative and effective public outreach strategies.

- e. Financial Capability of the Firm
- f. Audited financial statements
- g. Unaudited financial statements
- h. Additional Materials
- i. Included in Parts VI, VII, VIII and all Appendices

4.8 Evaluation Procedures

4.8.1 Responsiveness Determination

The Proposal Review Committee will review all Proposals in order to determine if they meet the Mandatory Elements identified as part of the Evaluation Criteria and will notify the Proposers of its determination in accordance with the Scheduled Dates.

4.8.2 Proposal Review Committee

Following the review of a representative of the Proposal Review Committee for determination of responsiveness, Proposals will be evaluated by the Proposal Review Committee in accordance with the evaluation criteria set forth in Section 1.17. Proposal Review Committee members will be identified after the proposal submission deadline.

4.8.3 Review of Proposals

The Proposal Review Committee will evaluate the Proposals and assign scores based on the criteria and scoring provided in the evaluation criteria. Each member of the Proposal Review Committee will first individually score each Proposal, after which each individual member will review the evaluations of all other Committee members and finalize their individual total scores for each Proposal. Combined individual total scores shall constitute the Committee's final score for each Proposal.

4.8.4 Clarification/Discussions

During the evaluation process, the Proposal Review Committee and TBARTA reserve the right, where it may serve TBARTA's best interest, to request clarification from Proposers, for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in a proposal.

4.8.5 Final Selection

During the evaluation process, the Proposal Review Committee and TBARTA reserve the right, where it may serve TBARTA's best interest, to request clarification from Proposers, **for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in a proposal.**

PART 5 – PROPOSAL AWARD

By execution below TBARTA accepts the Offer as indicated herein:

Request for Proposal on: **MPO Regional Coordination Structure Research and Best Practices for the Tampa Bay Region**

RFP Number: TBARTA-2017-04

Dated: _____, 2017.

Awarded to: _____ (Firm)

_____ (Address)

_____ (City, State, Zip)

Passed and adopted by Resolution # _____ of the TBARTA Board of Directors.

Chairman of the Board Attest: _____

Date of Award: _____

PART 6 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

ALL COMPLETED FORMS WILL BE SUBMITTED TO:

ATTN: Susan Ebner, Office and Financial Administrator
Tampa Bay Area Regional Transportation Authority
4350 West Cypress Street, Suite 700
Tampa, Florida 33607

PART I – BACKGROUND

Any firm proposing on prime contracts, or proposing sub-consultants on USDOT-assisted projects, must complete this form in its entirety or be considered non-responsive.

Information that is required to comply with 49 CFR Part 26.11:

Project Description:

RFP Number: _____

Name of Prime Proposer: _____

Address: _____

Telephone number () _____

Fax number () _____

Email address: _____

Firm's status as a DBE or non-DBE _____ DBE Non DBE

Name of Certifying Agency _____

Age of the Bidder's firm _____ Years _____ Months

Annual gross receipts of the firm _____

DOCUMENTATION OF GOOD FAITH EFFORTS

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned Proposer has satisfied the requirements of the RFP in the following manner (please check the appropriate space):

_____ The Proposer is committed to a minimum of _____% certified DBE utilization on this contract.

_____ The Proposer (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% certified DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of Proposer’s firm: _____

By:

(Signature)

Title

PART II – DOCUMENTATION OF GOOD FAITH EFFORTS

FORM 2: LETTER OF INTENT

Name of Proposer’s firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of certified DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by the certified DBE firm:

The Proposer is committed to utilizing the above-named certified DBE firm for the work described above. The estimated dollar value of this work is \$_____.

Affirmation

The above-named certified DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the proposer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each certified DBE sub-consultants.)

PART 7 – EQUAL EMPLOYMENT OPPORTUNITY STATEMENT OF CERTIFICATION

As certification and acceptance of all the following terms and conditions, we (PROPOSER) hereby certify that we will comply with all requirements stated herein during the term of our contract. We understand that Tampa Bay Area Regional Transportation Authority (TBARTA) may request specific written documentation to confirm compliance, and by the signing of this document, we agree to provide this data on demand. Further, we understand annual certification and reaffirmation of EEO compliance will be required.

During the performance of the Work described or goods supplied, the Proposer assures TBARTA that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992 as stated in Chapter 760 of the Florida Statutes, or State or Local laws or regulations applicable to the supplier on the basis of its official business address and primary business location, in that the Proposer does not discriminate on the grounds of race, color, national origin, religion, sex, age, disability, marital status, or sexual preference in any form or manner against Proposer's employees or applicants for employment. The Proposer understands and agrees that the award of this contract is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Proposer assures TBARTA that it will comply with Title VI of the Civil Rights Act of 1964, as amended, when Federal grant(s) is/are involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and disabled persons within its protective range of applicability.

Please sign below certifying your acceptance of all of the above.

DATE: _____

NAME: _____

TITLE: _____

PROPOSER: _____

ADDRESS: _____

PART 8 – PROPOSER’S STATEMENT ON SUB-CONSULTANTS

There are NO sub-consultants associated with this proposal.

Authorized Signee: _____

Printed Name: _____ Date: _____

Title: _____ For (Company): _____

Check box if this does not apply N/A

-OR-

2. Listed below are sub-consultants associated with this proposal. Additional sheets are attached as required. I (Proposer) have also attached appropriate Disadvantage Business Enterprise Self Identification Certification forms as required herein for all qualified DBE/WBE sub-consultants listed below.

A. Name of Firm: _____

Address: _____

Contact Person: _____ Tele. #: _____

B. Name of Firm: _____

Address: _____

Contact Person: _____ Tele. #: _____

C. Name of Firm: _____

Address: _____

Contact Person: _____ Tele. #: _____

D. Name of Firm: _____

Address: _____

Contact Person: _____ Tele. #: _____

E. Name of Firm: _____

Address: _____

Contact Person: _____ Tele. #: _____

Authorized Signee: _____

Printed Name: _____ Date: _____

Title: _____ For (Company): _____

APPENDIX B PROPOSERS CERTIFICATION

The Proposer certifies it can and will provide and make available, at a minimum, all services set forth in Part IV, Scope of Work.

Signature of Official: _____

Name (typed): _____

Title: _____

Proposer: _____

Date: _____

APPENDIX C CERTIFICATION OF RESTRICTIONS ON LOBBYING

I hereby certify on behalf of _____ to the best of my 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 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.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-consultant, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Executed this ___ day of _____, 2017.

By

(Signature of authorized official)

(Title of authorized official)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/ application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District , if known:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District , if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL	

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal Recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB); grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

APPENDIX D CERTIFICATION OF PRIMARY RECIPIENT

In compliance with FTA circular C2015.1 dated April 28, 1989, all primary participants in contracts **over \$100,000** shall be required to execute the certification listed below.

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

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

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONSULTANT FOR A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____
(entity) (entity)

has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

APPENDIX E – INSURANCE CERTIFICATE INSTRUCTIONS

INSTRUCTIONS TO PROPOSER ON COMPLETING THE REQUIRED CERTIFICATE OF INSURANCE

1. Complete appropriate Certificate of Insurance as required in your insured's agreement with TBARTA.
2. Show the correct name of the insured as shown in its agreement with TBARTA.
3. Show the correct and full names of the insurance companies providing the coverage.
4. Under the General Liability section, show the coverage applicable by checking the appropriate boxes.
5. The Specific General Aggregate Limit for the TBARTA' project or location must be provided for in the Commercial General Liability Policy, and must be shown with a description of the project or location on the line beginning near the bottom of the Certificate titled "Specific Aggregate Liability."
6. Automobile Liability Coverage should be shown as applicable to "any auto" and "hired and non-owned autos" by checking the appropriate boxes.
7. Under the Excess Liability, be sure to show if "claims made" or "occurrence form." If Employers' Liability Coverage is not included, please show under Policy Number.
8. Contractual Liability Coverage should be completed with a complete description of the agreement involving your insured.
9. Check off boxes showing coverage is provided as required for the Additional Insured and Cross Liability Provisions.
10. Complete the signature section, showing the mailing address, telephone number, and FAX number of the Authorized Representative. Please also type the Authorized Representative's name under its signature, as sometimes this is illegible. Signature of the Authorized Representative is required.

APPENDIX F PERFORMANCE HISTORY

Has the Proposer, or any officer or partner of respondent, ever failed to complete a contract? If yes, attach details. If no, please state. Please use additional copies of this form to provide any further information.

Date: _____
_____ (Proposer Name)

By: _____
(Signature)

Title: _____

APPENDIX G LITIGATION

Is any litigation pending against Proposer or any officer or partner of the Proposer? If yes, attach a clear description of any and all pending litigation against respondent including the nature of the complaint, the jurisdiction in which it was filed and the names of all parties. Please use additional copies of this form to provide any further information.

Date: _____
(Proposer Name)

By: _____
(Signature)

Title: _____

APPENDIX H - SERVICE REFERENCE

Please describe at least three (3) contracts under which the Proposer has provided similar service. Please use additional copies of this form to provide any further information.

Date: _____
_____ (Proposer Name)

By: _____
(Signature)

Title: _____

APPENDIX I – FINANCIAL STATEMENTS

Proposers shall provide a complete set of financial statements with an Independent Auditor certification in accordance with American Institute of Certified Public Accountants Statement on Auditing Standards. The submissions should consist of a balance sheet, statement of income and expenses, and statement of changes in financial condition. The statement must have a signed certified public accountant's opinion. If the financial records are not certified, proposer shall submit as proof positive of financial condition letter(s) of credit and the previous year's tax return. The Proposer shall also provide a set of unaudited financial statements consisting of a balance sheet, statement of income and expenses and a statement of changes in financial condition for the current fiscal year to date, and the previous two (2) years. These statements must be signed by the chief financial officer.

Mark the Financial Statements APPENDIX "I" - FINANCIAL STATEMENTS.

Date: _____
_____ (Proposer Name)

By: _____
(Signature)

Title: _____

APPENDIX J – CONFLICT OF INTEREST

Does the Proposer have any contractual obligations, litigation, or other business considerations which will impair, limit or in any way prevent the Proposer from providing the services for TBARTA required by this RFP? Please use additional copies of this form to provide any further information, if necessary.

Date: _____
_____ (Proposer Name)

By: _____
(Signature)

Title: _____